City of Stuart

AGENDA

JOINT MEETING OF THE STUART CITY COMMISSION
COMMUNITY REDEVELOPMENT AGENCY AND
COMMUNITY REDEVELOPMENT BOARD
OCTOBER 28, 2024 AT 4:00 PM
COMMISSION CHAMBERS
121 SW FLAGLER AVE.
STUART, FLORIDA 34994

CITY COMMISSION
Mayor Campbell Rich
Commissioner Eula R. Clarke
Commissioner Christopher Collins
Commissioner Laura Giobbi
Commissioner Sean Reed

COMMUNITY REDEVELOPMENT AGENCY
Chair - Campbell Rich
Board Member - Eula R. Clarke
Board Member - Christopher Collins
Board Member - Laura Giobbi
Board Member - Sean Reed
Board Member - Tom Campenni
Board Member - Mark Brechbill

COMMUNITY REDEVELOPMENT BOARD
Chair - Tom Campenni
Vice Chair - Mark Brechbill
Board Member - Aaron Hawkins
Board Member - Frank McChrystal
Board Member - Bonnie Moser
Board Member - Andy Noble
Board Member - VACANT

ADMINISTRATION
City Manager, Michael J. Mortell
City Attorney, Lee J. Baggett
City Clerk, Mary R. Kindel

Agenda items are available on our website at http://www.cityofstuart.us
Phone: (772) 288-5306. Fax: (772) 288-5305. E-mail: mkindel@ci.stuart.fl.us

In compliance with the Americans with Disabilities Act (ADA), anyone who needs a special accommodation to attend this meeting should contact the City's ADA coordinator at 772-288-5306 at least 48 hours in advance of the meeting, excluding Saturday and Sunday.

If a person decides to appeal any decision made by the Board with respect to any matter considered at this meeting, he will need a record of the proceeding, and that for such purpose he may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

(RC) next to an item denotes there is a City Code requirement for a Roll Call vote.
(QJ) next to an item denotes that it is a quasi-judicial matter or public hearing.

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

PRESENTATIONS

APPROVAL OF AGENDA

APPROVAL OF MINUTES

1. APPROVAL OF 07/22/2024 JOINT CRA/CRB/CCM MINUTES (RC)

2. APPROVAL OF 09/23/2024 CRA MINUTES (RC)

COMMENTS FROM THE PUBLIC (Non-Agenda Related) (3 Minutes Max.)

COMMENTS BY BOARD MEMBERS (Non-Agenda Items)

ACTION ITEMS

3. JOINT CRA/CRB/CCM MEETINGS DISCUSSION

4. BUDGET AMENDMENT #01 TO THE FY 2025 CRA BUDGET - DOWNTOWN UNDERGROUNDING AND SEMINOLE STREETSCAPE (RC):

RESOLUTION No. 03-2024 CRA; A RESOLUTION OF THE BOARD OF COMMUNITY REDEVELOPMENT AGENCY (CRA) OF THE CITY OF STUART, FLORIDA, AUTHORIZING BUDGET AMENDMENT #01 TO THE FISCAL YEAR (FY) 2025 CRA BUDGET; APPROPRIATING AND AUTHORIZING THE EXPENDITURE OF FUNDS FOR ADDITIONAL APPROPRIATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

5. AMENDMENT TO RFQL #2024-400 CMAR TO AWARD CONSTRUCTION SERVICES TO BURKHARDT (RC):

RESOLUTION No. 114-2024; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, APPROVING AN AMENDMENT TO THE CONSTRUCTION MANAGER-AT-RISK CONTRACT UNDER REQUEST FOR QUALIFICATIONS #2024-400, THE DOWNTOWN UNDERGROUNDING AND SEMINOLE STREETSCAPE PROJECT, IN ORDER TO AWARD THE CONSTRUCTION SERVICES PHASE TO BURKHARDT CONSTRUCTION, INC. FOR THE PRICE NOT TO EXCEED $8,756,347.76; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

STAFF UPDATE

ADJOURNMENT

WHAT IS CIVILITY? Civility is caring about one's identity, needs and beliefs without degrading someone else's in the process. Civility is more than merely being polite. Civility requires staying "present" even with those persons with whom we have deep-rooted and perhaps strong disagreements. It is about constantly being open to hear, learn, teach and change. It seeks common ground as a beginning point for dialogue. It is patience, grace, and strength of character. Civility is practiced in our City Hall.

PUBLIC COMMENT: If a member of the public wishes to comment upon ANY subject matter, including quasi-judicial matters, please submit a Request to Speak form. These forms are available in the back of the Commission Chambers, and should be given to the City Clerk prior to introduction of the item number you would like to address.

CONSENT CALENDAR: Those matters included under the Consent Calendar are self-explanatory, non-controversial, and are not expected to require review or discussion. All items will be enacted by one motion. If discussion on an item is desired by any City Commissioner that item may be removed by a City Commissioner from the Consent Calendar and considered separately. If an item is quasi-judicial it may be removed by a Commissioner or any member of the public from the Consent Calendar and considered separately.

QUASI-JUDICIAL HEARINGS: Some of the matters on the Agenda may be "quasi-judicial" in nature. City Commissioners will disclose all ex-parte communications, and may be subject to voir dire by any interested party regarding those communications. All witnesses testifying will be "sworn" prior to their testimony. However, the public is permitted to comment without being sworn. Unsworn testimony will be given appropriate weight and credibility by the City Commission.

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
Joint CRA/CRB/CCM

Meeting Date: 10/28/2024 **Prepared by:** Nina Mullin

Title of Item:
APPROVAL OF 07/22/2024 JOINT CRA/CRB/CCM MINUTES (RC)

Summary Explanation/Background Information on Agenda Request:
N/A

Funding Source:
N/A

Recommended Action:
Approve Minutes.

ATTACHMENTS:
1. 07/22/2024 JOINT CRA CRB CCM Minutes

MINUTES
JOINT MEETING OF THE STUART CITY COMMISSION
COMMUNITY REDEVELOPMENT AGENCY AND
COMMUNITY REDEVELOPMENT BOARD
JULY 22, 2024 AT 4:00 PM
COMMISSION CHAMBERS
121 SW FLAGLER AVE.
STUART, FLORIDA 34994

CITY COMMISSION
Mayor Rebecca S. Bruner
Vice Mayor Campbell Rich
Commissioner Eula R. Clarke (Absent)
Commissioner Christopher Collins
Commissioner Troy McDonald

COMMUNITY REDEVELOPMENT AGENCY
Chair - Rebecca S. Bruner
Vice Chair - Campbell Rich
Board Member - Eula R. Clarke (Absent)
Board Member - Christopher Collins
Board Member - Troy McDonald
Board Member – Tom Campenni
Board Member – Mark Brechbill

COMMUNITY REDEVELOPMENT BOARD
Chair – Tom Campenni
Vice Chair – Mark Brechbill
Board Member – Anita Cocoves (Absent)
Board Member – Aaron Hawkins (Late)
Board Member – Frank McChrystal (Absent)
Board Member – Bonnie Moser (Absent)
Board Member – Andy Noble (Absent)

ADMINISTRATIVE
City Manager, Michael J. Mortell
City Attorney, Lee J. Baggett
City Clerk, Mary R. Kindel

CALL TO ORDER

4:01 PM

ROLL CALL

CRA/CCM PRESENT: Chair Bruner, Vice Chair Rich, Board Member Collins, Board Member McDonald, Board Member Campenni, Board Member Brechbill

ABSENT: Board Member Clarke

CRB PRESENT: Chair Campenni, Vice Chair Brechbill, Aaron Hawkins (arrived 4:16 PM)

ABSENT: Board Member Cocoves, Board Member Hawkins, Board Member McChrystal, Board Member Moser, Board Member Noble

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

4:02 PM MOTION: Approve.
MOVED BY: Tom Campenni
SECONDED BY: Troy McDonald
Motion approved unanimously.

APPROVAL OF MINUTES

1. APPROVAL OF 04/22/2024 JOINT CRA/CRB/CCM MINUTES

4:02 PM MOTION: Approve.
MOVED BY: Troy Campenni
SECONDED BY: Tom McDonald
Motion approved unanimously.

2. APPROVAL OF 06/24/2024 CRA MINUTES (CRA ONLY)

4:03 PM MOTION: Approve.
MOVED BY: Troy McDonald
SECONDED BY: Tom Campenni
Motion approved unanimously.

COMMENTS FROM THE PUBLIC (Non-Agenda Related) (3 Minutes Max.)

None.

COMMENTS BY BOARD MEMBERS (Non-Agenda Items)

None.

ACTION ITEMS

3. APPLICATIONS FOR THE BUSINESS IMPROVEMENT REIMBURSEMENT PROGRAM FOR FY 2024 (RC):

RESOLUTION No. 10-2024 CRA; A RESOLUTION OF THE BOARD OF COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF STUART,

FLORIDA, AUTHORIZING AWARD TO APPLICANTS FROM THE BUSINESS IMPROVEMENT GRANT PROGRAM FOR FISCAL YEAR 2024; PROVIDING FOR CONFLICTS; SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

Board Member Campenni recognized the absenteeism of the Community Redevelopment Board (CRB) members. City Manager Michael Mortell commented that recent discussions among staff included going back to just CRA meetings and not having the quarterly Joint meetings. CRB would be welcome to participate but not required.

Board Member McDonald requested that the City Clerk send the board members the appointee attendance records.

Jordan Pinkston, CRA Program Manager, presented the applications for the Business Improvement Reimbursement Program (BIRP).

- Dehon Building - Parking Lot Improvements
- Kiddie Academy of Stuart - Monument Sign
- Thorne's Mortuary - Curb Appeal Improvements
- Wholesale Mulch and More, LLC - Fencing Improvement

4:17 PM MOTION: Approve staff recommendations on all projects.
MOVED BY: Mark Brechbill
SECONDED BY: Campbell Rich
Motion approved unanimously.

Discussion continued among the board members regarding the BIRP.

4. HEIRS' PROPERTY ASSISTANCE PROGRAM (RC):

RESOLUTION No. 09-2024 CRA; A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF STUART, FLORIDA, APPROVING IMPLEMENTATION AND ADMINISTERING OF THE HEIRS' PROPERTY ASSISTANCE PROGRAM FOR PROPERTIES LOCATED WITHIN THE COMMUNITY REDEVELOPMENT AREA; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Pinal Gandhi-Savdas, CRA Executive Director, presented the program and was requesting feedback and approval of the Resolution.

Board Members discussed the program and the need for the Heirs' Property Assistance Program.

4:47 PM MOTION: Approve.
MOVED BY: Mark Brechbill
SECONDED BY: Tom Campenni
Motion approved unanimously.

STAFF UPDATE

ADJOURNMENT

5:08 PM

CCM

Mary R. Kindel, City Clerk **Rebecca S. Bruner, Mayor**

Minutes to be approved at the Joint CCM/CRA/CRB Meeting this 28th day of October, 2024.

CRA

Mary R. Kindel, City Clerk **Rebecca S. Bruner, Chair**

Minutes to be approved at the Joint CCM/CRA/CRB Meeting this 28th day of October, 2024.

CRB

Mary R. Kindel, City Clerk **Tom Campenni, Chair**

Minutes to be approved at the Joint CCM/CRA/CRB Meeting this 28th day of October, 2024.

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
Joint CRA/CRB/CCM

Meeting Date: 10/28/2024 **Prepared by:** Nina Mullin

Title of Item:
APPROVAL OF 09/23/2024 CRA MINUTES (RC)

Summary Explanation/Background Information on Agenda Request:
N/A

Funding Source:
N/A

Recommended Action:
Approve Item.

ATTACHMENTS:
1. 09/23/2024 CRA Minutes

MINUTES
COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF STUART
SEPTEMBER 23, 2024
AT 4:30 PM
COMMISSION CHAMBERS
121 SW FLAGLER AVE.
STUART, FLORIDA 34994

COMMUNITY REDEVELOPMENT AGENCY
Chair - Campbell Rich
Board Member - Eula R. Clarke
Board Member - Christopher Collins
Board Member - Laura Giobbi
Board Member - Sean Reed
Board Member - Tom Campenni
Board Member - Mark Brechbill

ADMINISTRATIVE
City Manager, Michael J. Mortell
City Attorney, Lee J. Baggett
CRA Executive Director, Pinal Gandhi-Savdas
City Clerk, Mary R. Kindel

CALL TO ORDER

4:30 PM

ROLL CALL

PRESENT: Campbell Rich, Eula Clarke, Christopher Collins, Laura Giobbi, Sean Reed, Tom Campenni, & Mark Brechbill

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

4:31 PM MOTION: Approve.
MOVED BY: Tom Campenni
SECONDED BY: Eula Clarke
Motion approved unanimously.

APPROVAL OF MINUTES

1. APPROVAL OF 08/26/2024 CRA MINUTES

4:31 PM MOTION: Approve.
MOVED BY: Tom Campenni
SECONDED BY: Mark Brechbill
Motion approved unanimously.

COMMENTS FROM THE PUBLIC (Non-Agenda Related) (3 Minutes Max.)

1. Jordan Showe - Stuart; Commented on activities of the Guy Davis Skate Park; in favor.
2. Jimmy Smith - Stuart; Commented on his support of the Guy Davis Skate Park; in favor.
3.Olga Hamilton - Stuart; Commented on the construction problems encountered with the CDBG program.
4. David Averse - Port St. Lucie; Friends of the Hamiltons and witnessed the violations with construction of the church.

City Manager Mike Mortell came forward and reviewed the prior discussions concerning the Hamilton property.

Campenni commented that the City should not participate in such a program in the future because of the lack of control and all the problems.

5. Robert Hamilton - Stuart; Commented that he wants to resolve the construction problems.
6. Brandon Cooper - Stuart; Commented on support of the Guy Davis Skate Park; in favor.

COMMENTS BY BOARD MEMBERS (Non-Agenda Items)

Board Member Clarke

- Commended Commissioner Collins' attendance and representation for the Skate Park this past weekend.
- Announced the importance of the Community Redevelopment Agency and what they do.

Board Member Collins

- Commented on the Skate Park and the CRA funds received and working towards getting the project going now, also commented he would like to see the half million dollars separated. The Skate Park be a piece of the grant and use the remaining funds separately. Board consensus was received to be brought back to the next CRA Meeting agenda.

Board Member Brechbill

- Agreed with the diverse activities available at Guy Davis Park, and would like to see the project get done.

Board Member Reed

- Commented that he hopes there is a favorable outcome for the Hamilton's.
- In support of the Skate Park.

Board Member Campenni

- Commented that he was threatened by a Commissioner with removal from the CRA and

CRB Boards in retaliation for his opinion piece, and as an American, he has the right to free speech. Commented on his digital newspaper and his service to the community and stated he did not expect to be reappointed in December, but removing board members because you do not agree with their opinions is petty and unprofessional; he intends to continue his rights as a citizen.

ACTION ITEMS

2. SW DIXIE HIGHWAY STREETSCAPE IMPROVEMENTS CONCEPTUAL PLAN (RC):

RESOLUTION No. 14-2024 CRA; A RESOLUTION OF THE BOARD OF COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF STUART, FLORIDA APPROVING CONCEPTUAL DESIGN FOR SW DIXIE HIGHWAY STREETSCAPE IMPROVEMENTS FROM SW JOAN JEFFERSON WAY TO S COLORADO AVENUE/SE OCEAN BOULEVARD AND SAFETY IMPROVEMENTS WITHIN THE TRIANGLE DISTRICT; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Pinal Gandhi-Savdas, CRA Executive Director, presented to the board; requested approval of the Resolution.

Joe Capra, President of Captec Engineering, provided the traffic pattern information, landscaping, crosswalks, pavers, and parking.

PUBLIC COMMENT:

1. Bernadette Lindell - Stuart; Owners of the building and in favor of the plans, supports the project.
2. Frank McChrystal - Stuart; Commented that he is not in favor of the project.

Board members commented and addressed some concerns with staff, the Engineer, and the City Manager.

5:25 PM MOTION: Approve.
MOVED BY: Tom Campenni
SECONDED BY: Eula Clarke
VOTE: 5:42 PM Motion Passed 5/2
YES: Eula Clarke, Christopher Collins, Campbell Rich, Tom Campenni, Mark Brechbill
NO: Laura Giobbi, Sean Reed

3. CRA BUDGET AND CIP FOR FY 2025 (RC):

RESOLUTION No. 11-2024 CRA; A RESOLUTION OF THE BOARD OF THE COMMUNITY REDEVELOPMENT AGENCY (CRA) OF THE CITY OF STUART, FLORIDA ADOPTING THE CRA BUDGET OF THE CITY OF STUART, FLORIDA, FOR FISCAL YEAR (FY) BEGINNING OCTOBER 1, 2024, AND ENDING SEPTEMBER 30, 2025, AND APPROPRIATING CAPITAL BUDGET FOR FY

2025 AND PROVIDING FOR A FIVE-YEAR CAPITAL IMPROVEMENT PLAN FOR PROJECTS WITHIN THE COMMUNITY REDEVELOPMENT AREA BOUNDARIES; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Ms. Gandhi-Savdas, CRA Director, presented the 2025 CRA Budget.

Board discussion.

PUBLIC COMMENT:

1. Carla Williamson - Stuart; Commented on Guy Davis Park Development Project and the improvements that will be made to East Stuart; in favor.

5:55 PM MOTION: Approve.
MOVED BY: Christopher Collins
SECONDED BY: Eula Clarke
Motion approved unanimously.

4. JOINT CRA/CRB/CCM MEETING DISCUSSION

6:05 PM MOTION: Approve to roll over to next CRA meeting.
MOVED BY: Tom Campenni
SECONDED BY: Eula Clarke
Motion approved unanimously.

STAFF UPDATE

ADJOURNMENT

6:05 PM

Mary R. Kindel, City Clerk **Campbell Rich, Chair**

Minutes to be approved at the CRA Meeting this 28th day of October, 2024.

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
Joint CRA/CRB/CCM

Meeting Date: 10/28/2024 **Prepared by:** Mary Kindel

Title of Item:
JOINT CRA/CRB/CCM MEETINGS DISCUSSION

Summary Explanation/Background Information on Agenda Request:
Board discussion on the continuance of the quarterly scheduled Joint CRA/CRB/CCM Meetings. A Meeting Calendar that included the dates of the quarterly Joint Meetings was adopted in 2010; no Resolution determining the Joint Meetings is on record.

In April 2024, staff determined not to require CRB board member attendance for the Joint Meetings. Attendance of CRB members at the Joint Meetings is inconsistant.

Staff prefer to discontinue the scheduling of Joint CRA/CRB/CCM Meetings and return to the monthly CRA Meetings only. CRB board members are welcome to attend the CRA Meetings and provide input as desired.

Funding Source:
N/A

Recommended Action:
To discontinue the Joint CRA/CRB/CCM Meetings and return to the monthly CRA Meetings only.

ATTACHMENTS:

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
Joint CRA/CRB/CCM

Meeting Date: 10/28/2024 **Prepared by:** Pinal Gandhi-Savdas

Title of Item:
BUDGET AMENDMENT #01 TO THE FY 2025 CRA BUDGET - DOWNTOWN UNDERGROUNDING AND SEMINOLE STREETSCAPE (RC):

RESOLUTION No. 03-2024 CRA; A RESOLUTION OF THE BOARD OF COMMUNITY REDEVELOPMENT AGENCY (CRA) OF THE CITY OF STUART, FLORIDA, AUTHORIZING BUDGET AMENDMENT #01 TO THE FISCAL YEAR (FY) 2025 CRA BUDGET; APPROPRIATING AND AUTHORIZING THE EXPENDITURE OF FUNDS FOR ADDITIONAL APPROPRIATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:
In June 2024, the city awarded a contract to Burkhardt Construction, Inc, to provide pre-construction services and a proposal for a Guaranteed Maximum Price (GMP) for construction of the Downtown Undergrounding and Seminole Streetscape project. As part of the Construction Manager at Risk process, the bid packages were broken out into 8 separate scopes of work/trades and bid packages were sent to 54 different pre-qualified companies for bid. The GMP for the entire scope of work is $8,756,347.76. This includes $400,000 in contingencies and $309,500 in allowances, which is money set aside to cover unexpected costs and delays.

In addition to the guaranteed price, The current proposal includes adding an additional $1,000,000 for Construction, Engineering and Inspection (CEI) services, building permit fees and utilities fees to provide for unknown contingencies and other changes that might be necessary during the project.

The City/CRA received $274,000 from a Florida Department of Environmental Protection Water Quality Grant for the pave drain system currently proposed for the streetscape portion of the project. The costs for materials and construction have increased since the grant was awarded, which requires an additional $160,000 for the stormwater improvements for a total amount of $434,000. In addition, the CRA received a contribution of approximately $80,000 from Sailfish Cove development for improvements adjacent to their site along Seminole Street.

The CRA budgeted $6,000,000 for Downtown Improvements and $2,000,000 for Seminole Streetscape Improvements in the CRA FY 2025 Budget. After providing credits for the contributions and budgets and expenses for the additional costs, a budget amendment in the amount of $3,756,349 is necessary for the improvements.

Funding Source:
Downtown Undergrounding (Seminole, Osceola, St Lucie, Colorado) – Additional Appropriation (Project #22038903)

FROM: CRA Fund Balance - $2,908,213
TO: Downtown Undergrounding (Account 107-56563-117) - $2,908,213

Seminole Streetscape – Additional Appropriation (Project #20042701)

FROM: CRA Fund Balance - $848,136
TO: Seminole Streetscape (Account 107-56563-117) - $848,136

Recommended Action:
Motion to approve Resolution No. 03-2024 CRA.

ATTACHMENTS:
1. R03-2024 CRA - Budget Amendment #01-2025 - Undergrounding and Seminole Streetscape
2. Downtown Stuart GMP

BEFORE THE CITY REDEVELOPMENT AGENCY
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 03-2024 CRA

A RESOLUTION OF THE BOARD OF COMMUNITY REDEVELOPMENT AGENCY (CRA) OF THE CITY OF STUART, FLORIDA, AUTHORIZING BUDGET AMENDMENT #01 TO THE FISCAL YEAR (FY) 2025 CRA BUDGET; APPROPRIATING AND AUTHORIZING THE EXPENDITURE OF FUNDS FOR ADDITIONAL APPROPRIATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, the CRA Board adopts a balanced budget annual for Revenues and Appropriations as part of the FY Operating Budget which is intended to provide for the general operations of the CRA; and

WHEREAS, the CRA monitors and reviews the progress of operating budget throughout the fiscal year; and

WHEREAS, the CRA from time to time identifies shortfalls for CRA programs and projects, and therefore, must amend the budget to accommodate these various programs and projects.

Resolution Number 03-2024 CRA
Budget Amendment #01 to FY 2025 CRA Budget

NOW THEREFORE, BE IT RESOLVED BY THE CRA OF THE CITY OF STUART, FLORIDA that:

SECTION 1: The CRA of the City of Stuart hereby authorizes a FY 2025 budget amendment as follows:

Downtown Undergrounding (Seminole, Osceola, St Lucie, Colorado) – Additional Appropriation (Project #22038903)

FROM: CRA Fund Balance - $2,908,213

TO: Downtown Undergrounding (Account 107-56563-117) - $2,908,213

Seminole Streetscape – Additional Appropriation (Project #20042701)

FROM: CRA Fund Balance - $848,136

TO: Seminole Streetscape (Account 107-56563-117) - $848,136

SECTION 2: If any resolution(s), or parts of a resolution(s), are in conflict herewith, this Resolution shall control to the extent of the conflicting provisions.

SECTION 3: The provisions of this Resolution are intended to be severable. If any part of this Resolution is determined to be void or is declared illegal, invalid, or unconstitutional by a court of competent jurisdiction, the remainder of this Resolution shall remain in full force and effect.

SECTION 4: This resolution shall become effective immediately upon adoption.

Board Member _____ offered the foregoing resolution and moved its adoption. The motion was seconded by the Board Member _____ and upon being put to a roll call vote, the vote was as follows:

	YES	NO	ABSENT	ABSTAIN
CAMPBELL RICH, CHAIRPERSON				
EULA R. CLARKE, BOARD MEMBER				
CHRISTOPHER COLLINS, BOARD MEMBER				
LAURA GIOBBI, BOARD MEMBER				
SEAN REED, BOARD MEMBER				
TOM CAMPENNI, EX-OFFICIO BOARD MEMBER				
MARK BRECHBILL, EX-OFFICIO BOARD MEMBER				

Resolution Number 03-2024 CRA
Budget Amendment #01 to FY 2025 CRA Budget

ADOPTED this _____ day of _____, 2024.

ATTEST:

_____	_____
MARY KINDEL	CAMPBELL RICH
CITY CLERK	CHAIRPERSON

APPROVED AS TO FORM
AND CORRECTNESS:

_____
LEE J. BAGGETT, ESQ
CITY ATTORNEY

City of Stuart

Phase 1 Undergrounding - Seminole Street
Phase 2 Undergrounding - Osceola Street
Seminole Streetscape

Guaranteed Maximum Price

Based on Bid Set Construction Documents
dated BCI Rec'd 6/13/2024

From: **Burkhardt Construction, Inc.**
Attn: Marc R. Kleisley
1400 Alabama Ave., Suite #20
West Palm Beach, FL 33401
Tel: (561) 659-1400
Fax: (561) 659-1402

Owner: **City of Stuart, Community Redevelopment Agency**
Attn: Pinal Gandhi-Savdas
121 SW Flagler Avenue
Stuart, FL 34994

Designer: Overhead Utility Underground Phase 1 – SW Seminole Street
Brannon & Gillespie, LLC
631 US Highway One, Suite 301
North Palm Beach, FL 33408

SW Osceola Street Undergrounding – Phase 2
Kimley-Horn
1920 Wekiva Way, Suite 200
West Palm Beach, FL 33411

Seminole Streetscape
Kimley-Horn
445 24th Street, Suite 200
Vero Beach, FL 32960

Plans: Overhead Utility Undergrounding Project Phase 1
by Brannon and Gillespie Dated BCI Received 6/13/24

Construction Plans for SW Osceola Street Undergrounding
by Kimley Horn Dated BCI Received 6/13/24

Seminole Street Roadway Improvements Bid Plans May 2023
By Kimley-Horn, Dated BCI Received 6/13/24

Location: Downtown Stuart
Seminole from St. Lucie to Colorado
Osceola from St. Lucie to Colorado
Flagler from St. Lucie to Colorado
Colorado from Ocean to Seminole
St. Lucie from Flagler to Seminole

Proposal Date: 10/4/2024 REVISED 10/14/24

Cost of Work (Direct Construction Costs)			$	6,438,877.78
	Phase 1 Undergrounding - Seminole	$ 1,116,738.83		
	Phase 2 Undergrounding - Osceola	$ 3,301,244.82		
	Seminole Streetscape	$ 2,020,894.13		
General Conditions			$	735,622.00
Project Management Team			$	970,940.00
Construction Manager Fee			$	610,907.98
Exceptions & Clarifications				
Plan Log				
	Total Guaranteed Maximum Price		$	8,756,347.76

BURKHARDT CONSTRUCTION, INC.

City of Stuart

Phase 1 Undergrounding - Seminole Street

Direct Construction Costs

Prepared by Burkhardt Construction, Inc.

LEGEND FOR ABBREVIATIONS	
EA - Each	**SF** - Square Foot
E/D - Each Day	**SY** - Square Yard
DAY - Daily	**TCY** - Truck Cubic Yard
LS - Lump Sum	**ALL** - Allowance
ROL - Rolls	**NIC** - Not in Contract
LF - Lineal Foot	

Item Description	Quantity	U/M	Unit Price	Amount	Labor	Equipment	Material	Subcontractor	General/Rental	Subtotal
MAINTENANCE OF TRAFFIC - INCLUDED IN FRANCHISE UTILITIES AND LOW VOLTAGE GENERAL REQUIREMENTS				$15,000.00						
MAINTENANCE OF TRAFFIC INCL FLAGMEN FOR FRANCHISE UTILITIES	**INCLUDED IN FRANCHISE UTILITIES**									
WINDOW CLEANING	1	LS	$12,500.00	$ 12,500.00				12500.00	BURKHARDT	12500.00
SPECIALTY SIGNAGE	1	LS	$2,500.00	$ 2,500.00				2500.00	BURKHARDT	2500.00
OFF DUTY POLICE OFFICERS	**NOT INCLUDED**									
LIGHT BANKS FOR NIGHT WORK	**NOT INCLUDED**									
DEMOLITION/CLEARING & GRUBBING -NIC	**NOT INCLUDED**									
STORM DRAINAGE - NIC	**NOT INCLUDED**									
WATER - NIC	**NOT INCLUDED**									
ELECTRICAL AND LIGHTING - NIC	**NOT INCLUDED**									
FRANCHISE UTILITIES AND LOW VOLTAGE				$951,738.83						
GENERAL REQUIREMENTS										
NPDES REPORTING	1	LS	$17,142.86	$ 17,142.86				17142.86	INFRATECH	17142.86
PERFORMANCE & PAYMENT BONDS	1	LS	$8,344.34	$ 8,344.34				8344.34	INFRATECH	8344.34
MAINTENANCE OF TRAFFIC INCL FLAGMEN	1	LS	$81,785.71	$ 81,785.71				81785.71	INFRATECH	81785.71
POTHOLING AND EXPLORATORY DIGGING	1	LS	$57,142.86	$ 57,142.86				57142.86	INFRATECH	57142.86
LOAD/HAUL/DISPOSE OF SURPLUS FILL/UNSUITABLE MATERIAL	1	LS	$31,900.00	$ 31,900.00				31900.00	INFRATECH	31900.00
PERMANENT SIDEWALK TRENCH / BORE PIT / HANDHOLE RESTORATION W/ SUITABLE BACKFILL MATERIAL	1	LS	$76,928.57	$ 76,928.57				76928.57	INFRATECH	76928.57
PERMANENT ROADWAY TRENCH / BORE PIT / HANDHOLE RESTORATION W/ SUITABLE BACKFILL MATERIAL	1	LS	$38,035.71	$ 38,035.71				38035.71	INFRATECH	38035.71
AS-BUILT DRAWINGS	1	LS	$33,133.33	$ 33,133.33				33133.33	INFRATECH	33133.33
DEWATERING AS REQUIRED FOR UNDERGROUNDING WORK	1	LS	$42,857.14	$ 42,857.14				42857.14	INFRATECH	42857.14
PRE-CONSTRUCTION TV'ING OF SANITARY SEWER	1120	LF	$4.00	$ 4,480.00				4480.00	BURKHARDT	4480.00
POST-CONSTRUCTION TV'ING OF SANITARY SEWER	1120	LF	$4.00	$ 4,480.00				4480.00	BURKHARDT	4480.00
ALLOWANCE FOR BUILDING REPAIRS	1	ALL.	$10,000.00	$ 10,000.00				10000.00	ALLOWANCE	10000.00
ALLOWANCE FOR PAINTING CONDUITS FOR BUILDINGS	1	ALL.	$10,000.00	$ 10,000.00				10000.00	ALLOWANCE	10000.00
ALLOWANCE FOR LANDSCAPE MODIFICATIONS AROUND TRANSFORMERS	1	ALL.	$10,000.00	$ 10,000.00				10000.00	ALLOWANCE	10000.00
ALLOWANCE FOR FLOWABLE FILL	1	ALL.	$10,000.00	$ 10,000.00				10000.00	ALLOWANCE	10000.00
FPL										
INSTALL FPL FURNISHED FNC	185	LF	$31.96	$ 5,913.39				5913.39	INFRATECH	5913.39
INSTALL FPL FURNISHED 3PN3C	1373	LF	$44.50	$ 61,098.50				61098.50	INFRATECH	61098.50
INSTALL FPL FURNISHED 2PN2C	70	LF	$20.14	$ 1,410.00				1410.00	INFRATECH	1410.00
INSTALL FPL FURNISHED 1PN1C	70	LF	$15.79	$ 1,105.00				1105.00	INFRATECH	1105.00
INSTALL FPL FURNISHED 2-5SEC	163	LF	$43.14	$ 7,032.29				7032.29	INFRATECH	7032.29
INSTALL FPL FURNISHED 2-2SEC	248	LF	$20.14	$ 4,995.43				4995.43	INFRATECH	4995.43
INSTALL FPL FURNISHED 1-2SEC	252	LF	$15.79	$ 3,978.00				3978.00	INFRATECH	3978.00
INSTALL FPL FURNISHED 2-4/0TPX	50	LF	$20.14	$ 1,007.14				1007.14	INFRATECH	1007.14
INSTALL FPL FURNISHED 1-4/0TPX	22	LF	$15.79	$ 347.29				347.29	INFRATECH	347.29
INSTALL FPL FURNISHED OPEN DELTA TRANSFORMERS / PADS; INCLUDING GROUND RODS AND ALL CONNECTIONS	4	EA	$1,720.83	$ 6,883.31				6883.31	INFRATECH	6883.31
INSTALL FPL FURNISHED SINGLE PHASE TRANSFORMERS / PADS; INCLUDING GROUND RODS AND ALL CONNECTIONS	2	EA	$860.41	$ 1,720.83				1720.83	INFRATECH	1720.83
INSTALL FPL FURNISHED PRIMARY SPLICE BOXES; INCL. ALL NECESSARY CONNECTIONS AND TIE-INS	1	EA	$1,173.61	$ 1,173.61				1173.61	INFRATECH	1173.61
LOOP PROPOSED UNDERGROUND FEEDER TERMINAL INTO EXISTING FEEDER SPLICE BOX	1	EA	$3,441.64	$ 3,441.64				3441.64	INFRATECH	3441.64
CONNECT 3PNC3C INTO EXISTING 3-PHASE TRANSFORMER	4	EA	$860.41	$ 3,441.65				3441.65	INFRATECH	3441.65
INSTALL PRIMARY RISER AT MAKE READY POLE	1	EA	$1,720.83	$ 1,720.83				1720.83	INFRATECH	1720.83
INSTALL FEEDER RISER AT MAKE READY POLE	1	EA	$2,868.04	$ 2,868.04				2868.04	INFRATECH	2868.04
OVERHEAD FUSE	2	EA	$430.21	$ 860.43				860.43	INFRATECH	860.43
INSTALL FPL FURNISHED SECONDARY SPLICE BOXES; INCL. ALL NECESSARY CONNECTIONS AND TIE-INS	10	EA	$899.30	$ 8,993.03				8993.03	INFRATECH	8993.03
INTERCEPT EXISTING SECONDARY AND LOOP IT INTO PROPOSED HANDHOLES	2	EA	$663.24	$ 1,326.48				1326.48	INFRATECH	1326.48
OVERHEAD TO UNDERGROUND CONVERSIONS	1	LS	$14,818.17	$ 14,818.17				14818.17	INFRATECH	14818.17
ALLOWANCE FOR DISCONNECTS FOR 27 OSCEOLA	1	ALL.	$40,000.00	$ 40,000.00				40000.00	ALLOWANCE	40000.00
ALLOWANCE FOR PRIVATE SIDE METER CAN REPLACEMENT	1	ALL.	$10,000.00	$ 10,000.00				10000.00	ALLOWANCE	10000.00
ALLOWANCE FOR RESTORATION AFTER FPL POLES ARE PULLED	1	ALL.	$10,000.00	$ 10,000.00				10000.00	ALLOWANCE	10000.00
ALLOWANCE FOR ADDITIONAL WORK FOR FP&L VAULT TIE-INS - INCLUDED IN PHASE 2	**NOT INCLUDED**									
POLE & OVERHEAD WIRE REMOVAL/DISPOSAL COMPLETE	**BY OTHERS**									

BURKHARDT CONSTRUCTION, INC.

Item Description	Quantity	U/M	Unit Price	Amount	Labor	Equipment	Material	Subcontractor	General/Rental	Subtotal
ATT										
FURNISH AND INSTALL 2-4"ATT CONDUITS	64	LF	$33.15	$ 2,121.87				2121.87	INFRATECH	2121.87
FURNISH AND INSTALL 1-4"-ATT CONDUITS	530	LF	$20.86	$ 11,057.31				11057.31	INFRATECH	11057.31
FURNISH AND INSTALL 2.5'X3'X4' ATT HANDHOLES (LABELED "AT&T")	9	EA	$1,516.44	$ 13,647.99				13647.99	INFRATECH	13647.99
CONNECT EXISTING CONDUITS INTO PROPOSED ATT HANDHOLES	3	EA	$357.14	$ 1,071.43				1071.43	INFRATECH	1071.43
FURNISH AND INSTALL ATT PEDESTALS / WIRE / SPLICING			**BY OTHERS**							
ATT ENGINEERING & INSTALLATION FEES			**BY OTHERS**							
COMCAST										
INSTALL COMCAST FURNISHED VAULTS/HANDHOLES	12	EA	$457.14	$ 5,485.71				5485.71	INFRATECH	5485.71
CONNECT EXISTING CONDUITS INTO PROPOSED COMCAST VAULTS	2	EA	$357.14	$ 714.29				714.29	INFRATECH	714.29
FURNISH AND INSTALL 4-3" COMCAST CONDUITS (CONDUITS TO BE ORANGE OR HAVE ORANGE STRIPE)	42	LF	$54.26	$ 2,279.10				2279.10	INFRATECH	2279.10
FURNISH AND INSTALL 3-3" COMCAST CONDUITS (CONDUITS TO BE ORANGE OR HAVE ORANGE STRIPE)	210	LF	$48.55	$ 10,195.50				10195.50	INFRATECH	10195.50
FURNISH AND INSTALL 2-3" COMCAST CONDUITS (CONDUITS TO BE ORANGE OR HAVE ORANGE STRIPE)	708	LF	$31.41	$ 22,241.31				22241.31	INFRATECH	22241.31
FURNISH AND INSTALL 1-3" COMCAST CONDUITS (CONDUITS TO BE ORANGE OR HAVE ORANGE STRIPE)	75	LF	$19.99	$ 1,499.46				1499.46	INFRATECH	1499.46
FURNISH AND INSTALL 2-2" COMCAST CONDUITS (CONDUITS TO BE ORANGE OR HAVE ORANGE STRIPE)	48	LF	$19.00	$ 912.14				912.14	INFRATECH	912.14
FURNISH AND INSTALL 1-2" COMCAST CONDUITS (CONDUITS TO BE ORANGE OR HAVE ORANGE STRIPE)	128	LF	$15.22	$ 1,947.61				1947.61	INFRATECH	1947.61
FURNISH AND INSTALL COMCAST VHUB			**BY OTHERS**							
FURNISH AND INSTALL COMCAST POWER SUPPLY			**BY OTHERS**							
FURNISH AND INSTALL COMCAST LCP			**BY OTHERS**							
FURNISH AND INSTALL COMCAST PEDESTALS / CABLE / SPLICING			**BY OTHERS**							
COMCAST ENGINEERING & INSTALLATION FEES			**BY OTHERS**							
CROWN CASTLE - NIC			**NOT INCLUDED**							
HOTWIRE - NIC			**NOT INCLUDED**							
PRIVATE SIDE SERVICES										
F&I PRIVATE SIDE SERVICES INCL. ALL NECESSARY RESTORATION	1	LS	$248,199.51	$ 248,199.51				248199.51	INFRATECH	248199.51
EARTHWORK AND GRADING - NIC			**NOT INCLUDED**							
SUBGRADE AND BASE CONSTRUCTION - NIC			**NOT INCLUDED**							
ASPHALT - NIC			**NOT INCLUDED**							
CONCRETE CONSTRUCTION - NIC			**NOT INCLUDED**							
PAVER AREA CONSTRUCTION - NIC			**NOT INCLUDED**							
STRIPING AND SIGNAGE - NIC			**NOT INCLUDED**							
FURNISHINGS - NIC			**NOT INCLUDED**							
LANDSCAPING - NIC			**NOT INCLUDED**							
IRRIGATION - NIC			**NOT INCLUDED**							
CONSTRUCTION CONTINGENCY				$150,000.00				150000		150000
					Labor	Equipment	Material	Subcontractor	General/Rental	Subtotal
					0	0	0	1116738.83	0	1116738.83

PHASE 1 UNDERGROUNDING - SEMINOLE STREET DIRECT CONSTRUCTION COSTS **$1,116,738.83**

BURKHARDT CONSTRUCTION, INC.

City of Stuart

Phase 2 Undergrounding - Osceola Street

Direct Construction Costs

Prepared by Burkhardt Construction, Inc.

LEGEND FOR ABBREVIATIONS

EA - Each	**SF** - Square Foot
E/D - Each Day	**SY** - Square Yard
DAY - Daily	**TCY** - Truck Cubic Yard
LS - Lump Sum	**ALL** - Allowance
ROL - Rolls	**NIC** - Not in Contract
LF - Lineal Foot	

Item Description	Quantity	U/M	Unit Price	Amount	Labor	Equipment	Material	Subcontractor	General/Rental	Subtotal
MAINTENANCE OF TRAFFIC - INCLUDED IN FRANCHISE UTILITIES AND LOW VOLTAGE GENERAL REQUIREMENTS				$185,246.52						
MAINTENANCE OF TRAFFIC INCL FLAGMEN FOR FRANCHISE UTILITIES	**INCLUDED IN FRANCHISE UTILITIES**									
MAINTENANCE OF TRAFFIC FOR SITEWORK AND ASPHALT PAVING	1	LS	$156,000.00	$ 156,000.00				156000.00	BIG D PAVING	156000.00
WINDOW CLEANING	1	LS	$20,000.00	$ 20,000.00				20000.00	BURKHARDT	20000.00
LIGHT BANKS FOR NIGHT WORK	1	LS	$6,746.52	$ 6,746.52				6746.52	BURKHARDT	6746.52
SPECIALTY SIGNAGE	1	LS	$2,500.00	$ 2,500.00				2500.00	BURKHARDT	2500.00
OFF DUTY POLICE OFFICERS	**NOT INCLUDED**									
DEMOLITION/CLEARING & GRUBBING				$76,040.25						
NPDES REPORTING	1	LS	$24,000.00	$ 24,000.00				24000.00	BIG D PAVING	24000.00
SAWCUT CONCRETE	80	LF	$20.00	$ 1,600.00				1600.00	BIG D PAVING	1600.00
SAWCUT ASPHALT	600	LF	$5.00	$ 3,000.00				3000.00	BIG D PAVING	3000.00
REMOVE/DISPOSE CONCRETE CURB	600	LF	$10.00	$ 6,000.00				6000.00	BIG D PAVING	6000.00
REMOVE/DISPOSE CONCRETE PAVEMENT AND ROAD BASE	150	SF	$10.00	$ 1,500.00				1500.00	BIG D PAVING	1500.00
REMOVE/DISPOSE ASPHALT PAVEMENT AND ROAD BASE	1200	SF	$4.00	$ 4,800.00				4800.00	BIG D PAVING	4800.00
REMOVE/DISPOSE CONCRETE DRIVEWAY	250	SF	$10.00	$ 2,500.00				2500.00	BIG D PAVING	2500.00
REMOVE/DISPOSE CONCRETE SIDEWALK	3000	SF	$6.00	$ 18,000.00				18000.00	BIG D PAVING	18000.00
REMOVE/DISPOSE EXISTING STREET SIGNAGE	3	EA	$500.00	$ 1,500.00				1500.00	BIG D PAVING	1500.00
FINAL CONSTRUCTION CLEAN	1	LS	$13,140.25	$ 13,140.25	7493.75	4596.5			1050	13140.25
STORM DRAINAGE - NIC	**NOT INCLUDED**									
WATER - NIC	**NOT INCLUDED**									
ELECTRICAL AND LIGHTING				$89,971.29						
F&I 1-2" CONDUITS WITH 5-#10 AWG WIRE FOR STREETLIGHTING	360	LF	$18.20	$ 6,550.46				6550.46	INFRATECH	6550.46
F&I NEW 13"X24" PULL BOXES FOR LIGHT POLES AND LOAD CENTERS	6	EA	$843.47	$ 5,060.79				5060.79	INFRATECH	5060.79
F&I STERNBERG OLD TOWN LED STREET LIGHT PER PLANS AND SPECS, INCL BREAKAWAY FUSES	8	EA	$6,880.48	$ 55,043.84				55043.84	INFRATECH	55043.84
INTERCEPT EXISTING STREET LIGHT CIRCUIT CONDUIT AND WIRES AND CONNECT INTO EXISTING CIRCUIT	5	EA	$442.16	$ 2,210.80				2210.80	INFRATECH	2210.80
INTERCEPT EXISTING STREET LIGHT AND RECEPTACLE CIRCUIT CONDUIT AND WIRES AND CONNECT INTO EXISTING CIRCUIT	1	EA	$442.16	$ 442.16				442.16	INFRATECH	442.16
CONNECT NEW STREET LIGHT TO EXISTING STREET LIGHT CIRCUIT & RECEPTACLE CIRCUIT IN LOAD CENTER B	1	LS	$663.24	$ 663.24				663.24	INFRATECH	663.24
ALLOWANCE FOR CONDUIT/WIRE BACK TO LOAD CENTER	1	ALL.	$20,000.00	$ 20,000.00				20000.00	ALLOWANCE	20000.00
FRANCHISE UTILITIES AND LOW VOLTAGE				$2,044,054.71						
GENERAL REQUIREMENTS										
NPDES REPORTING	1	LS	$16,666.67	$ 16,666.67				16666.67	INFRATECH	16666.67
PERFORMANCE & PAYMENT BONDS	1	LS	$19,807.90	$ 19,807.90				19807.90	INFRATECH	19807.90
MAINTENANCE OF TRAFFIC INCL FLAGMEN	1	LS	$122,085.71	$ 122,085.71				122085.71	INFRATECH	122085.71
POTHOLING AND EXPLORATORY DIGGING	1	LS	$39,285.71	$ 39,285.71				39285.71	INFRATECH	39285.71
REMOVE 6" ABANDONED WATER MAIN UNDER TRANSFORMER AS REQUIRED FOR INSTALLATION - GROUT PLUG OPEN PIPE ENDS.	1	LS	$8,000.00	$ 8,000.00				8000.00	INFRATECH	8000.00
LOAD/HAUL/DISPOSE OF SURPLUS FILL/UNSUITABLE MATERIAL	1	LS	$59,700.00	$ 59,700.00				59700.00	INFRATECH	59700.00
PERMANENT SIDEWALK TRENCH / BORE PIT / HANDHOLE RESTORATION W/ SUITABLE BACKFILL MATERIAL	1	LS	$76,928.57	$ 76,928.57				76928.57	INFRATECH	76928.57
PERMANENT ROADWAY TRENCH / BORE PIT / HANDHOLE RESTORATION W/ SUITABLE BACKFILL MATERIAL	1	LS	$76,578.57	$ 76,578.57				76578.57	INFRATECH	76578.57
AS-BUILT DRAWINGS	1	LS	$38,444.44	$ 38,444.44				38444.44	INFRATECH	38444.44
DEWATERING AS REQUIRED FOR YOUR WORK	1	LS	$91,111.11	$ 91,111.11				91111.11	INFRATECH	91111.11
PRE-CONSTRUCTION TV'ING OF SANITARY SEWER	2450	LF	$4.00	$ 9,800.00				9800.00	BURKHARDT	9800.00
POST-CONSTRUCTION TV'ING OF SANITARY SEWER	2450	LF	$4.00	$ 9,800.00				9800.00	BURKHARDT	9800.00
ALLOWANCE FOR BUILDING REPAIRS	1	ALL.	$15,000.00	$ 15,000.00				15000.00	ALLOWANCE	15000.00
ALLOWANCE FOR PAINTING CONDUITS FOR BUILDINGS	1	ALL.	$15,000.00	$ 15,000.00				15000.00	ALLOWANCE	15000.00
ALLOWANCE FOR LANDSCAPE MODIFICATIONS AROUND TRANSFORMERS	1	ALL.	$15,000.00	$ 15,000.00				15000.00	ALLOWANCE	15000.00
ALLOWANCE FOR FLOWABLE FILL	1	ALL.	$10,000.00	$ 10,000.00				10000.00	ALLOWANCE	10000.00

BURKHARDT CONSTRUCTION, INC.

Item Description	Quantity	U/M	Unit Price	Amount	Labor	Equipment	Material	Subcontractor	General/Rental	Subtotal
FPL										
INSTALL FPL FURNISHED FNC	1507	LF	$25.71	$ 38,751.43				38751.43	INFRATECH	38751.43
INSTALL FPL FURNISHED 7PN7C	20	LF	$285.71	$ 5,714.29				5714.29	INFRATECH	5714.29
INSTALL FPL FURNISHED 6PN6C	460	LF	$285.71	$ 131,428.57				131428.57	INFRATECH	131428.57
INSTALL FPL FURNISHED 5PN5C	42	LF	$228.57	$ 9,600.00				9600.00	INFRATECH	9600.00
INSTALL FPL FURNISHED 4PN4C	571	LF	$54.29	$ 30,997.14				30997.14	INFRATECH	30997.14
INSTALL FPL FURNISHED 3PN3C	1192	LF	$40.00	$ 47,680.00				47680.00	INFRATECH	47680.00
INSTALL FPL FURNISHED 2PN2C	380	LF	$17.14	$ 6,514.29				6514.29	INFRATECH	6514.29
INSTALL FPL FURNISHED 1PN1C	86	LF	$14.29	$ 1,228.57				1228.57	INFRATECH	1228.57
INSTALL FPL FURNISHED 1-4SEC	279	LF	$17.14	$ 4,782.86				4782.86	INFRATECH	4782.86
INSTALL FPL FURNISHED 1-3SEC	80	LF	$17.14	$ 1,371.43				1371.43	INFRATECH	1371.43
INSTALL FPL FURNISHED 1-2SEC	695	LF	$14.29	$ 9,928.57				9928.57	INFRATECH	9928.57
INSTALL FPL FURNISHED 1-1SEC	625	LF	$14.29	$ 8,928.57				8928.57	INFRATECH	8928.57
INSTALL FPL FURNISHED OPEN DELTA TRANSFORMERS / PADS; INCLUDING GROUND RODS AND ALL CONNECTIONS	5	EA	$1,720.83	$ 8,604.15				8604.15	INFRATECH	8604.15
INSTALL FPL FURNISHED SINGLE PHASE TRANSFORMERS / PADS; INCLUDING GROUND RODS AND ALL CONNECTIONS	1	EA	$860.42	$ 860.42				860.42	INFRATECH	860.42
INSTALL FPL FURNISHED THREE PHASE TRANSFORMERS / PADS; INCLUDING GROUND RODS AND ALL CONNECTIONS	1	EA	$1,720.83	$ 1,720.83				1720.83	INFRATECH	1720.83
INSTALL FPL FURNISHED PRIMARY SPLICE BOXES; INCL. ALL NECESSARY CONNECTIONS AND TIE-INS	1	EA	$1,173.62	$ 1,173.62				1173.62	INFRATECH	1173.62
INSTALL FPL FURNISHED FEEDER SPLICE BOXES; INCL. ALL NECESSARY CONNECTIONS AND TIE-INS	1	EA	$2,963.64	$ 2,963.64				2963.64	INFRATECH	2963.64
CONNECT 2PNC2C INTO EXISTING FROM PHASE 1 PROJECT	1	EA	$860.42	$ 860.42				860.42	INFRATECH	860.42
CONNECT C PHASE INTO EXISTING 1PN1C FROM PHASE 1 PROJECT	1	EA	$860.42	$ 860.42				860.42	INFRATECH	860.42
CONNECT CSEC TO EXISTING PHASE 1 TRANSFORMER	1	EA	$860.42	$ 860.42				860.42	INFRATECH	860.42
INSTALL PRIMARY RISER AT MAKE READY POLE INCLUDING COORDINATION WITH FPL FOR LOCATION	5	EA	$1,720.83	$ 8,604.15				8604.15	INFRATECH	8604.15
INSTALL FEEDER RISER AT MAKE READY POLE INCLUDING COORDINATION WITH FPL FOR LOCATION	2	EA	$2,868.04	$ 5,736.08				5736.08	INFRATECH	5736.08
OVERHEAD FUSE	2	EA	$430.22	$ 860.44				860.44	INFRATECH	860.44
INSTALL FPL FURNISHED SECONDARY SPLICE BOXES; INCL. ALL NECESSARY CONNECTIONS AND TIE-INS	18	EA	$899.30	$ 16,187.45				16187.45	INFRATECH	16187.45
INTERCEPT EXISTING SECONDARY AND LOOP IT INTO PROPOSED HANDHOLES	2	EA	$663.24	$ 1,326.48				1326.48	INFRATECH	1326.48
OVERHEAD TO UNDERGROUND CONVERSIONS	1	LS	$20,745.44	$ 20,745.44				20745.44	INFRATECH	20745.44
ALLOWANCE FOR PRIVATE SIDE METER CAN REPLACEMENT	1	ALL.	$10,000.00	$ 10,000.00				10000.00	ALLOWANCE	10000.00
ALLOWANCE FOR ADDITIONAL WORK FOR FP&L VAULT TIE-INS	1	ALL.	$20,000.00	$ 20,000.00				20000.00	ALLOWANCE	20000.00
ALLOWANCE FOR RESTORATION AFTER FPL POLES ARE PULLED	1	ALL.	$10,000.00	$ 10,000.00				10000.00	ALLOWANCE	10000.00
POLE & OVERHEAD WIRE REMOVAL/DISPOSAL COMPLETE			**BY OTHERS**							
ATT										
FURNISH AND INSTALL 2-4" ATT-M CONDUITS	681	LF	$33.08	$ 22,530.40				22530.40	INFRATECH	22530.40
FURNISH AND INSTALL 4-2" ATT -S CONDUITS	16	LF	$32.26	$ 516.18				516.18	INFRATECH	516.18
FURNISH AND INSTALL 2-2" ATT -S CONDUITS	74	LF	$18.99	$ 1,405.47				1405.47	INFRATECH	1405.47
FURNISH AND INSTALL 1-2" ATT -S CONDUITS	220	LF	$15.22	$ 3,347.46				3347.46	INFRATECH	3347.46
FURNISH AND INSTALL 2.5'X3'X4' ATT HANDHOLES (LABELED "AT&T")	8	EA	$1,506.54	$ 12,052.34				12052.34	INFRATECH	12052.34
CONNECT EXISTING CONDUITS INTO PROPOSED ATT HANDHOLES	2	EA	$357.14	$ 714.29				714.29	INFRATECH	714.29
INTERCEPT EXISTING SERVICE TO BUILDING AT ATT TERMINATION POINT	1	EA	$357.14	$ 357.14				357.14	INFRATECH	357.14
FURNISH AND INSTALL ATT PEDESTALS / WIRE / SPLICING			**BY OTHERS**							
ATT ENGINEERING & INSTALLATION FEES			**BY OTHERS**							
COMCAST										
INSTALL COMCAST FURNISHED VAULTS/HANDHOLES	8	EA	$457.14	$ 3,657.14				3657.14	INFRATECH	3657.14
CONNECT EXISTING CONDUITS INTO PROPOSED COMCAST VAULTS	1	EA	$357.14	$ 357.14				357.14	INFRATECH	357.14
STUB UP COMCAST CONDUITS AT POLE LOCATION FOR COMCAST RISER UP POLE	1	EA	$128.57	$ 128.57				128.57	INFRATECH	128.57
FURNISH AND INSTALL 6-2" COMCAST-M CONDUITS (CONDUITS TO BE ORANGE OR HAVE ORANGE STRIPE)	10	LF	$51.24	$ 512.44				512.44	INFRATECH	512.44
FURNISH AND INSTALL 4-2" COMCAST-M CONDUITS (CONDUITS TO BE ORANGE OR HAVE ORANGE STRIPE)	90	LF	$32.26	$ 2,903.53				2903.53	INFRATECH	2903.53
FURNISH AND INSTALL 2-2" COMCAST-M CONDUITS (CONDUITS TO BE ORANGE OR HAVE ORANGE STRIPE)	2162	LF	$18.99	$ 41,062.56				41062.56	INFRATECH	41062.56
FURNISH AND INSTALL 3-2" COMCAST-S CONDUITS (CONDUITS TO BE ORANGE OR HAVE ORANGE STRIPE)	26	LF	$25.63	$ 666.31				666.31	INFRATECH	666.31
FURNISH AND INSTALL 2-2" COMCAST-S CONDUITS (CONDUITS TO BE ORANGE OR HAVE ORANGE STRIPE)	24	LF	$18.99	$ 455.83				455.83	INFRATECH	455.83
FURNISH AND INSTALL 1-2" COMCAST-S CONDUITS (CONDUITS TO BE ORANGE OR HAVE ORANGE STRIPE)	585	LF	$15.22	$ 8,901.19				8901.19	INFRATECH	8901.19
FURNISH AND INSTALL COMCAST VHUB			**BY OTHERS**							
FURNISH AND INSTALL COMCAST POWER SUPPLY			**BY OTHERS**							
FURNISH AND INSTALL COMCAST LCP			**BY OTHERS**							
FURNISH AND INSTALL COMCAST PEDESTALS / CABLE / SPLICING			**BY OTHERS**							
COMCAST ENGINEERING & INSTALLATION FEES			**BY OTHERS**							
CROWN CASTLE - NIC			**NOT INCLUDED**							
HOTWIRE - NIC			**NOT INCLUDED**							
PRIVATE SIDE SERVICES										
F&I PRIVATE SIDE SERVICES INCL. ALL NECESSARY RESTORATION	1	LS	$912,988.35	$ 912,988.35				912988.35	INFRATECH	912988.35
EARTHWORK AND GRADING				$95,250.00						
EXCAVATE GRADE/COMPACT CURBS	1800	SF	$10.00	$ 18,000.00				18000.00	BIG D PAVING	18000.00
EXCAVATE/GRADE/COMPACT DRIVEWAYS	150	SF	$10.00	$ 1,500.00				1500.00	BIG D PAVING	1500.00
EXCAVATE/GRADE COMPACT SIDEWALKS	3000	SF	$10.00	$ 30,000.00				30000.00	BIG D PAVING	30000.00
12" COMPACTED SUBGRADE	4950	SF	$5.00	$ 24,750.00				24750.00	BIG D PAVING	24750.00
6" BASE ROCK CURB PAD	1800	SF	$10.00	$ 18,000.00				18000.00	BIG D PAVING	18000.00
6" BASE ROCK DRIVEWAYS	150	SF	$20.00	$ 3,000.00				3000.00	BIG D PAVING	3000.00

BURKHARDT CONSTRUCTION, INC.

Item Description	Quantity	U/M	Unit Price	Amount	Labor	Equipment	Material	Subcontractor	General/Rental	Subtotal
CONCRETE CONSTRUCTION				$98,350.00						
CONCRETE TYPE B MODIFIED CURB	300	LF	$35.00	$ 10,500.00				10500.00	BIG D PAVING	10500.00
CONCRETE TYPE F CURB	240	LF	$50.00	$ 12,000.00				12000.00	BIG D PAVING	12000.00
CONCRETE TYPE D CURB	60	LF	$35.00	$ 2,100.00				2100.00	BIG D PAVING	2100.00
FLOWABLE FILL BETWEEN CURB AND ASPHALT	600	LF	$25.00	$ 15,000.00				15000.00	BIG D PAVING	15000.00
6" CONCRETE PAVEMENT PER DET. R-42 ON DWG C8.10	250	SF	$15.00	$ 3,750.00				3750.00	BIG D PAVING	3750.00
4" CONCRETE SIDEWALK	3000	SF	$10.00	$ 30,000.00				30000.00	BIG D PAVING	30000.00
ALLOWANCE TO STAIN ALL SIDEWALKS AND CURB WITHIN OSCEOLA	1	ALL	$25,000.00	$ 25,000.00				25000.00	ALLOWANCE	25000.00
ASPHALT				$485,677.25						
MILLING AND RESURFACING OF EXISTING ASPHALT AREAS - 1" AVERAGE SP-9.5 TRAFFIC LEVEL C - INCLUDES TRACKLESS TACK	14500	SY	$25.00	$ 362,500.00				362500.00	BIG D PAVING	362500.00
ASPHALT PATCH 2" AVERAGE SP-9.5 TRAFFIC LEVEL C - INCLUDE PRIME/TACK	134	SY	$150.00	$ 20,100.00				20100.00	BIG D PAVING	20100.00
CROSSWALKS - PAVEWAY STS - PATTERNED/TEXTURED PAVEMENT - FDOT APL NO. 523-000-003	1	LS	$95,577.25	$ 95,577.25				95577.25	PAVEWAY SYSTEMS	95577.25
ALLOWANCE TO GRIND OFF EXISTING CROSSWALK TEXTURED PAVEMENT	1	ALL	$7,500.00	$ 7,500.00				7500.00	ALLOWANCE	7500.00
PAVER AREA CONSTRUCTION - NIC			**NOT INCLUDED**							
STRIPING AND SIGNAGE				$76,654.80						
REMOVE AND CONCRETE CAR STOPS INCLUDING STENCIL ON NEW CAR STOPS	80	EA	$85.00	$ 6,800.00				6800.00	FINE LINE	6800.00
TEMP STRIPING AFTER MILLING	1	LS	$12,800.00	$ 12,800.00				12800.00	FINE LINE	12800.00
TEMP TO PERM STRIPING	1	LS	$12,800.00	$ 12,800.00				12800.00	FINE LINE	12800.00
6" DOUBLE YELLOW - THERMO	500	LF	$2.45	$ 1,225.00				1225.00	FINE LINE	1225.00
6" SKIP YELLOW - THERMO	40	LF	$1.23	$ 49.20				49.20	FINE LINE	49.20
6" WHITE PARKING STALL - THERMO	5200	LF	$1.35	$ 7,020.00				7020.00	FINE LINE	7020.00
6" WHITE DIAGONAL / CHEVRON - THERMO	700	LF	$1.22	$ 854.00				854.00	FINE LINE	854.00
12" WHITE X-WALK - THERMO	800	LF	$2.70	$ 2,160.00				2160.00	FINE LINE	2160.00
24" WHITE STOP BAR - THERMO	250	LF	$7.50	$ 1,875.00				1875.00	FINE LINE	1875.00
24" SKIP WHITE STOP BAR - THERMO	10	LF	$7.50	$ 75.00				75.00	FINE LINE	75.00
WHITE DIRECTIONAL ARROW - PREFORMED THERMO	8	EA	$295.00	$ 2,360.00				2360.00	FINE LINE	2360.00
WHITE DIRECTIONAL DOUBLE ARROW - PREFORMED THERMO	6	EA	$410.00	$ 2,460.00				2460.00	FINE LINE	2460.00
WHITE ISOSCELES TRIANGLES - PREFORMED THERMO	6	EA	$55.00	$ 330.00				330.00	FINE LINE	330.00
RAILWAY XING SYMBOL PVMNT MARKING - PREFORMED THERMO	4	EA	$965.00	$ 3,860.00				3860.00	FINE LINE	3860.00
WHITE PAVEMENT MARKING SPELLED "LOADING ZONE" - PREFORMED THERMO	4	EA	$625.00	$ 2,500.00				2500.00	FINE LINE	2500.00
WHITE PVMNT MARKING SPELLED "ONLY" - PREFORMED THERMO	4	EA	$625.00	$ 2,500.00				2500.00	FINE LINE	2500.00
6" BLUE ADA PARKING STALL - THERMO	360	LF	$1.80	$ 648.00				648.00	FINE LINE	648.00
ADA SYMBOL PAVEMENT MARKING - PREFORMED THERMO	10	EA	$165.00	$ 1,650.00				1650.00	FINE LINE	1650.00
BLUE RPM'S AT FIRE HYDRANTS	6	EA	$16.00	$ 96.00				96.00	FINE LINE	96.00
WHITE REFLECTIVE PAVEMENT MARKERS - TRANSFORMERS	6	EA	$5.85	$ 35.10				35.10	FINE LINE	35.10
YELLOW REFLECTIVE PAVEMENT MARKER - DOUBLE YELLOW	50	EA	$5.85	$ 292.50				292.50	FINE LINE	292.50
RELOCATE EXISTING STREET SIGNAGE	3	EA	$910.00	$ 2,730.00				2730.00	FINE LINE	2730.00
NEW STREET SIGNAGE ASSEMBLY	3	EA	$845.00	$ 2,535.00				2535.00	FINE LINE	2535.00
ALLOWANCE FOR DECORATIVE STREET SIGNAGE	6	EA	$1,500.00	$ 9,000.00				9000.00	ALLOWANCE	9000.00
FURNISHINGS - NIC			**NOT INCLUDED**							
LANDSCAPING - NIC			**NOT INCLUDED**							
IRRIGATION - NIC			**NOT INCLUDED**							
CONSTRUCTION CONTINGENCY				$150,000.00				150000		150000
					Labor	Equipment	Material	Subcontractor	General/Rental	Subtotal
					7493.75	4596.5	0	3288104.57	1050	3301244.82

PHASE 2 UNDERGROUNDING - OSCEOLA STREET DIRECT CONSTRUCTION COSTS **$3,301,244.82**

BURKHARDT CONSTRUCTION, INC.

City of Stuart

Seminole Streetscape

Direct Construction Costs

Prepared by Burkhardt Construction, Inc.

LEGEND FOR ABBREVIATIONS

EA - Each	**SF** - Square Foot
E/D - Each Day	**SY** - Square Yard
DAY - Daily	**TCY** - Truck Cubic Yard
LS - Lump Sum	**ALL** - Allowance
ROL - Rolls	
LF - Lineal Foot	

Item Description	Quantity	U/M	Unit Price	Amount	Labor	Equipment	Material	Subcontractor	General/Rental	Subtotal
MAINTENANCE OF TRAFFIC - INCLUDED IN FRANCHISE UTILITIES AND LOW VOLTAGE GENERAL REQUIREMENTS				$222,944.57						
MOT PLAN	5	EA	$321.00	$ 1,605.00				1605		1605
WORK ZONE SIGNS/NO TRESPASSING SIGNS	9000	E/D	$0.30	$ 2,700.00				2700		2700
BARRICADE TEMP. TYPE I, II, VP & DRUM	9000	E/D	$0.20	$ 1,800.00				1800		1800
BARRICADE TEMP. TYPE III, 6'	1800	E/D	$0.30	$ 540.00				540		540
ADVANCE WARNING ARROW PANEL	60	E/D	$12.00	$ 720.00				720		720
CONES	9000	E/D	$0.30	$ 2,700.00				2700		2700
STEADY BURN &/OR FLASHING LIGHTS	1800	E/D	$0.35	$ 630.00				630		630
HI INTENSITY FLASHING LIGHT, TEMP. TYPE "B"	1800	LS	$0.35	$ 630.00				630		630
VARIABLE MESSAGE BOARD	360	E/D	$30.00	$ 10,800.00				10800		10800
POST MOUNTING FOR ADVANCE WARNING SIGNS	40	EA	$45.00	$ 1,800.00				1800		1800
WATER FILLED BARRIER WALL/TEMPORARY PEDESTRIAN BARRICADES WITH SCREEN	21600	E/D	$2.00	$ 43,200.00				43200		43200
PEDESTRIAN BARRIER	10800	E/D	$2.00	$ 21,600.00				21600		21600
SALES TAX FOR BARRICADES	1	LS	$6,098.40	$ 6,098.40				6098.4		6098.4
TEMPORARY PEDESTRIAN BOARDWALKS	1	LS	$8,136.56	$ 8,136.56	5095.75	918.5	2122.31			8136.56
ORANGE SAFETY FENCE AND POSTS	1	LS	$5,015.10	$ 5,015.10	2697.75		2317.35			5015.1
MOT / SAFETY DEVICE SET-UP & MAINTENANCE	1	LS	$19,189.50	$ 19,189.50	17085.75	2103.75				19189.5
CONTINUOUS SITE CLEANING / DEBRIS REMOVAL	1	LS	$23,652.45	$ 23,652.45	13488.75	8273.7			1890	23652.45
DANGER RIBBON	1	LS	$683.73	$ 683.73			683.73			683.73
FLAGMEN	1	LS	$24,279.75	$ 24,279.75	24279.75					24279.75
TEMPORARY ASPHALT PATCHING	1	LS	$8,853.35	$ 8,853.35	3776.85	2091	1765.5	800	420	8853.35
TEMPORARY ASPHALT MILLING/TEMP WALKWAYS	1	LS	$20,993.83	$ 20,993.83	9442.13	5227.5	3274.2	2000	1050	20993.83
SPECIALTY SIGNAGE	1	LS	$2,500.00	$ 2,500.00					2500	2500
ROADWAY STEEL PLATES	1	LS	$2,316.90	$ 2,316.90	719.4	397.5		1200		2316.9
WINDOW CLEANING	1	LS	$12,500.00	$ 12,500.00				12500		12500
TEMPORARY ROADWAY STRIPING	**NOT INCLUDED**									
FLOWABLE FILL	**NOT INCLUDED**									
OFF DUTY POLICE OFFICERS	**NOT INCLUDED**									
LIGHT BANKS FOR NIGHT WORK	**NOT INCLUDED**									
DEMOLITION/CLEARING & GRUBBING				$186,382.64						
NPDES - PERMITS, REPORTING AND INSPECTION	1	LS	$21,943.25	$ 21,943.25	2098.25	1867.8	$1,284.00	16483.2	210	21943.25
NPDES - INLET PROTECTION	21	EA	$289.48	$ 6,079.05	2098.25	1250.8		2520	210	6079.05
TREE REMOVAL	2	EA	$4,122.55	$ 8,245.10	4196.5	1828.6			2220	8245.1
SAWCUT ASPHALT	500	LF	$8.00	$ 4,000.00				4000		4000
SAWCUT CONCRETE	500	LF	$8.00	$ 4,000.00				4000		4000
F CURB REMOVAL	1276	LF	$11.67	$ 14,890.20	8393	3657.2		2000	840	14890.2
RIBBON/D CURB REMOVAL	82	LF	$13.60	$ 1,114.85	692.42	301.72		51.41	69.3	1114.85
CONCRETE SIDEWALK/DRIVEWAY REMOVAL	7816	SF	$4.63	$ 36,225.50	20982.5	9143		4000	2100	36225.5
ASPHALT/BASE REMOVAL	15096	SF	$3.49	$ 52,647.61	31675.18	13802.27		4000	3170.16	52647.61
REMOVE/DISPOSE EXISTING STREET SIGNAGE	10	EA	$409.68	$ 4,096.83	1858.46	1598.37		500	140	4096.83
ROLL-OFF DUMPSTER	10	EA	$1,000.00	$ 10,000.00				10000		10000
FINAL CONSTRUCTION CLEAN	1	LS	$13,140.25	$ 13,140.25	7493.75	4596.5			1050	13140.25
PRIVATE PROPERTY RESTORATION (ALLOWANCE)	1	ALL.	$10,000.00	$ 10,000.00				10000	ALLOWANCE	10000

BURKHARDT CONSTRUCTION, INC.

Item Description	Quantity	U/M	Unit Price	Amount	Labor	Equipment	Material	Subcontractor	General/Rental	Subtotal
STORM DRAINAGE				$222,250.00						
S-100 - MODIFY EXIST. CONNECT 4 UD/SKIMMER AND ADJ TO GRADE"	1	EA	$4,750.00	$ 4,750.00				4750	JOHNSON-DAVIS	4750
S-101 - REMOVE EXISTING STRUCTURE AND INSTALL NEW DBI ON EXIST 24" RCP INCLUDE PIPE COLLARS AS NECESSARY FOR S-101	1	EA	$13,500.00	$ 13,500.00				13500	JOHNSON-DAVIS	13500
S-103 - INSTALL NEW P-9 INLET	1	EA	$7,600.00	$ 7,600.00				7600	JOHNSON-DAVIS	7600
S-104 - INSTALL NEW J-7 MANHOLE (5'X5') ON EXIST 18 RCP"	1	EA	$13,000.00	$ 13,000.00				13000	JOHNSON-DAVIS	13000
S-105 - INSTALL NEW P-4 CURB INLET ON EXIST 18 RCP"	1	EA	$17,500.00	$ 17,500.00				17500	JOHNSON-DAVIS	17500
S-106 - INSTALL NEW P-9	1	EA	$8,200.00	$ 8,200.00				8200	JOHNSON-DAVIS	8200
S-107 - INSTALL NEW P-9 (4'X4') ON EXIST 24 RCP"	1	EA	$13,500.00	$ 13,500.00				13500	JOHNSON-DAVIS	13500
ADJUST EXISTING STORM MANHOLE TO GRADE	1	EA	$800.00	$ 800.00				800	JOHNSON-DAVIS	800
18" RCP	29	LF	$250.00	$ 7,250.00				7250	JOHNSON-DAVIS	7250
15" RCP	15	LF	$250.00	$ 3,750.00				3750	JOHNSON-DAVIS	3750
12" PVC DRAINAGE	31	LF	$200.00	$ 6,200.00				6200	JOHNSON-DAVIS	6200
12"X8" WYE	1	EA	$1,750.00	$ 1,750.00				1750	JOHNSON-DAVIS	1750
8" PVC DRAINAGE	70	LF	$85.00	$ 5,950.00				5950	JOHNSON-DAVIS	5950
8"X8" WYE	1	EA	$750.00	$ 750.00				750	JOHNSON-DAVIS	750
8"X6" WYE	4	EA	$200.00	$ 800.00				800	JOHNSON-DAVIS	800
DRAINAGE CLEANOUT ON 8" PVC DRAINAGE	2	EA	$3,500.00	$ 7,000.00				7000	JOHNSON-DAVIS	7000
6" PVC DRAINAGE	70	LF	$85.00	$ 5,950.00				5950	JOHNSON-DAVIS	5950
6" TURN UP AND CONNECT TO DOWNSPOUT CONNECTOR	4	EA	$3,200.00	$ 12,800.00				12800	JOHNSON-DAVIS	12800
CONNECT NEW 18" RCP TO EXIST. W/ COLLAR	2	EA	$1,900.00	$ 3,800.00				3800	JOHNSON-DAVIS	3800
UNDERDRAIN SOCK PIPE	878	EA	$50.00	$ 43,900.00				43900	JOHNSON-DAVIS	43900
UNDERDRAIN CLEANOUT	8	EA	$1,850.00	$ 14,800.00				14800	JOHNSON-DAVIS	14800
DEMO/REMOVE EXISTING MANHOLE/INLET	3	EA	$1,900.00	$ 5,700.00				5700	JOHNSON-DAVIS	5700
CLEANING AND TV'ING OF STORM DRAINAGE SYSTEM WITHIN PROJECT LIMITS	1	LS	$8,500.00	$ 8,500.00				8500	JOHNSON-DAVIS	8500
SOFT DIGS/EXPLORATORY DIGGING	1	LS	$6,500.00	$ 6,500.00				6500	JOHNSON-DAVIS	6500
ALLOWANCE FOR FPL POLE HOLDS	1	ALL.	$8,000.00	$ 8,000.00				8000	ALLOWANCE	8000
WATER				$49,800.00						
RELOCATE EXIST. FIRE HYDRANT INCLUDING NEW FIRE HYDRANT	1	LS	$10,500.00	$ 10,500.00				10500	JOHNSON-DAVIS	10500
12X2" WATER SERVICE ON EXISTING WM	1	EA	$4,900.00	$ 4,900.00				4900	JOHNSON-DAVIS	4900
2" BFP	1	EA	$4,500.00	$ 4,500.00				4500	JOHNSON-DAVIS	4500
REPLACE WATER METER BOXES AND ADJUST TO GRADE	18	EA	$700.00	$ 12,600.00				12600	JOHNSON-DAVIS	12600
REPLACE WATER VALVE BOX AND ADJUST TO GRADE	16	EA	$800.00	$ 12,800.00				12800	JOHNSON-DAVIS	12800
SOFT DIGS/EXPLORATORY DIGGING	1	LS	$4,500.00	$ 4,500.00				4500	JOHNSON-DAVIS	4500
SANITARY SEWER				$22,900.00						
ADJUST EXISTING SEWER MANHOLE TO GRADE	6	EA	$800.00	$ 4,800.00				4800	JOHNSON-DAVIS	4800
ADJUST GREASE TRAP RING AND COVERS TO GRADE	2	EA	$800.00	$ 1,600.00				1600	JOHNSON-DAVIS	1600
ADJUST COMMUNICATION MANHOLE TO GRADE	1	EA	$3,000.00	$ 3,000.00				3000	JOHNSON-DAVIS	3000
REPLACE CLEAN OUT TOP AND ADJUST TO GRADE	18	EA	$750.00	$ 13,500.00				13500	JOHNSON-DAVIS	13500
ELECTRICAL AND LIGHTING - NIC				$125,346.72						
DISCONNECT POWER TO EXISTING STREET LIGHTING POLES AND CONDUIT FOR REMOVAL	1	LS	$442.16	$ 442.16				442.16	INFRATECH	442.16
REMOVE/SALVAGE EXISTING LIGHT POLE AND BASE	4	EA	$884.32	$ 3,537.28				3537.28	INFRATECH	3537.28
F&I STREET LIGHT FIXTURES, POLES AND BASES - INCL. BREAKAWAY FUSES	11	EA	$6,880.48	$ 75,685.28				75685.28	INFRATECH	75685.28
HANDHOLE	13	EA	$837.09	$ 10,882.17				10882.17	INFRATECH	10882.17
2" CONDUIT	900	LF	$11.84	$ 10,656.00				10656	INFRATECH	10656
#6 WIRE	4700	LF	$2.73	$ 12,831.00				12831	INFRATECH	12831
INTERCEPT EXISTING LIGHTING CIRCUIT, SET HANDHOLE AND CONNECT TO EXISTING	1	EA	$1,312.83	$ 1,312.83				1312.83	INFRATECH	1312.83
ALLOWANCE TO CONNECT TO EXISTING SITE SERVICE PANEL	1	ALL	$10,000.00	$ 10,000.00				10000	ALLOWANCE	10000
FRANCHISE UTILITIES AND LOW VOLTAGE - NIC			**NOT INCLUDED**							
FPL - NIC			**NOT INCLUDED**							
ATT - NIC			**NOT INCLUDED**							
COMCAST - NIC			**NOT INCLUDED**							
CROWN CASTLE - NIC			**NOT INCLUDED**							
HOTWIRE - NIC			**NOT INCLUDED**							
EARTHWORK AND GRADING				$215,281.07						
EXCAVATE FOR ARTICULATED PAVER BLOCK	298	CY	$108.63	$ 32,371.35	16726.05	14385.3			1260	32371.35
EXCAVATE FOR DRIVEWAYS AND SIDEWALKS	122	CY	$132.67	$ 16,185.67	8363.02	7192.65			630	16185.67
EXCAVATE FOR CURBS	104	CY	$207.51	$ 21,580.90	11150.7	9590.2			840	21580.9
EXCAVATE FOR LANDSCAPE AND TREE GRATE AREAS	90	CY	$119.89	$ 10,790.45	5575.35	4795.1			420	10790.45
GRADE/COMPACT FOR ARTICULATED PAVER BLOCK	1072	SY	$20.13	$ 21,580.90	11150.7	9590.2			840	21580.9
GRADE/COMPACT FOR DRIVEWAYS AND SIDEWALKS	1105	SY	$39.06	$ 43,161.80	22301.4	19180.4			1680	43161.8
GRADE/COMPACT FOR CURBS	623	SY	$34.64	$ 21,580.90	11150.7	9590.2			840	21580.9
GRADE FOR LANDSCAPE AND TREE GRATE AREAS	91	SY	$59.29	$ 5,395.23	2787.68	2397.55			210	5395.23
LOAD/HAUL/DISPOSE OF SURPLUS FILL	799	CY	$30.33	$ 24,237.52	12374.18	10642.46		288.71	932.17	24237.52
FINAL DRESSING AND FINISH GRADING	1	LS	$18,396.35	$ 18,396.35	10491.25	6435.1			1470	18396.35
SUBGRADE AND BASE CONSTRUCTION				$197,679.70						
12" COMPACTED SUBGRADE	2891	SY	$11.20	$ 32,371.35	16726.05	14385.3			1260	32371.35
GEOGRID FOR ARTICULATED PAVER BLOCK	1695	SY	$15.49	$ 26,251.95	5575.35	4795.1	$15,461.50		420	26251.95
10" OF 57 STONE FOR ARTICULATED PAVER BLOCK	1072	SY	$56.34	$ 60,393.40	11150.7	9590.2	$23,962.50	14850	840	60393.4
FILTER FABRIC FOR ARTICULATED PAVER BLOCK	1695	SY	$10.15	$ 17,210.45	5575.35	4795.1	$6,420.00		420	17210.45
6" BASE ROCK CURB PAD	623	SY	$54.05	$ 33,671.35	11150.7	9590.2		12090.45	840	33671.35
6" BASE ROCK DRIVEWAYS	612	SY	$45.39	$ 27,781.20	11150.7	9590.2		6200.3	840	27781.2
UNDERDRAIN 4" PERFORATED SOCK PIPE FOR ARTICULATED PAVER BLOCK - INCLUDED IN DRAINAGE SECTION										
UNDERDRAIN CLEANOUTS FOR ARTICULATED PAVER BLOCK - INCLUDED IN DRAINAGE SECTION										

BURKHARDT CONSTRUCTION, INC.

Item Description	Quantity	U/M	Unit Price	Amount	Labor	Equipment	Material	Subcontractor	General/Rental	Subtotal
CONCRETE CONSTRUCTION				$179,255.50						
CONCRETE SIDEWALK 4" THICKNESS WITH FIBER	0	SF								
CONCRETE DRIVEWAYS AND SIDEWALKS 6" THICKNESS WITH FIBER	8850	SF	$8.00	$ 70,800.00				70800	WM D ADEIMY	70800
CONCRETE RAMPS 6 THICKNESS WITH FIBER"	1100	SF	$8.00	$ 8,800.00				8800	WM D ADEIMY	8800
F CURB	125	LF	$40.00	$ 5,000.00				5000	WM D ADEIMY	5000
HEADER CURB	93	LF	$45.00	$ 4,185.00				4185	WM D ADEIMY	4185
MODIFIED E CURB - 21W"	413	LF	$45.00	$ 18,585.00				18585	WM D ADEIMY	18585
MODIFIED RIBBON B" CURB - 21"W"	162	LF	$45.00	$ 7,290.00				7290	WM D ADEIMY	7290
MODIFIED VALLEY GUTTER - 21 W"	606	LF	$45.00	$ 27,270.00				27270	WM D ADEIMY	27270
B CURB - 9W"	122	LF	$45.00	$ 5,490.00				5490	WM D ADEIMY	5490
MODIFIED RIBBON A" CURB - 9"	348	LF	$45.00	$ 15,660.00				15660	WM D ADEIMY	15660
PRESSURE CLEAN/PREP & STAIN SIDEWALK WITH BEHR SEALER TO MATCH STUART EXISTING SIDEWALKS	9950	LF	$1.25	$ 12,437.50				12437.5	DAVE ADEIMY	12437.5
PRESSURE CLEAN/PREP & STAIN CURBS WITH BEHR SEALER TO MATCH STUART EXISTING SIDEWALKS	1869	LF	$2.00	$ 3,738.00				3738	DAVE ADEIMY	3738
ASPHALT				$28,050.00						
MILLING AND RESURFACING OF EXISTING ASPHALT AREAS - 1" AVERAGE SP-9.5 TRAFFIC LEVEL C - INCLUDES TRACKLESS TACK	485	SY	$30.00	$ 14,550.00				14550	BIG D PAVING	14550
ASPHALT DRIVEWAY TIE-INS MILL AND RESURFACE 1.5" AVERAGE SP-9.5 TRAFFIC LEVEL C - INCLUDE PRIME/TACK	300	SY	$45.00	$ 13,500.00				13500	BIG D PAVING	13500
PAVER AREA CONSTRUCTION				$233,186.71						
F&I ARTICULATED BLOCK PAVERS (COLOR MIX: 60% BROWN, 20% TAN, 15% ROSE, 5% GRAY)	9649	SF	$20.79	$ 200,602.71				200602.71	DAVID W HARDSCAPE	200602.71
F&I DETECTABLE WARNING PAVERS - WAUSAU 12"X12"X2.75" COLOR A80	120	SF	$22.00	$ 2,640.00				2640	DAVID W HARDSCAPE	2640
F&I TACTILE PAVERS - WAUSAU 12"X12"X2.75" COLOR A80	375	SF	$22.00	$ 8,250.00				8250	DAVID W HARDSCAPE	8250
REMOVE/STORE/RESET PAVERS FOR TIE-INS	1100	SF	$10.50	$ 11,550.00				11550	DAVID W HARDSCAPE	11550
PRESSURE CLEAN AND SEAL PAVERS	10144	SF	$1.00	$ 10,144.00				10144	DAVID W HARDSCAPE	10144
STRIPING AND SIGNAGE				$16,100.00						
PAINT MOBILIZATION MINIMUM TO INCLUDE:	1	LS	$1,100.00	$ 1,100.00				1100	FINE LINE	1100
6 WHITE STRIPING - PAINT ON PAVERS			**INCLUDED**						FINE LINE	0
18 WHITE STRIPING - PAINT ON PAVERS			**INCLUDED**						FINE LINE	0
24 WHITE STRIPING - PAINT ON PAVERS			**INCLUDED**						FINE LINE	0
8 WHITE THERMO ON ASPHALT"			**INCLUDED**						FINE LINE	0
ALLOWANCE FOR DECORATIVE SIGN AND POST ASSEMBLIES	10	EA	$1,500.00	$ 15,000.00				15000	ALLOWANCE	15000
FURNISHINGS				$123,373.89						
F&I TREE GRATES	6	EA	$5,195.43	$ 31,172.55	8452.95	1064.1	$21,025.50		630	31172.55
F&I BENCH	2	EA	$7,754.15	$ 15,508.30	4196.5	734.8	$9,737.00		840	15508.3
F&I BOLLARDS INCLUDING FOUNDATION	26	EA	$2,707.99	$ 70,407.63	15736.88	2755.5	$48,765.25		3150	70407.63
FURNISH ATTIC STOCK BOLLARDS	4	EA	$1,571.35	$ 6,285.41	524.56	91.85	$5,564.00		105	6285.41
LANDSCAPING				$60,011.75						
TREES/PALMS										0
PS - WILD DATE PALM - 12' CT.	6	EA	$4,033.14	$ 24,198.84				24198.84	GREEN EFFECT	24198.84
WB2 - FOXTAIL PALM - 12' CT. DOUBLE TRUNK	1	EA	$497.43	$ 497.43				497.43	GREEN EFFECT	497.43
RR - FLORIDA ROYAL PALM - 16'-18' CT	5	EA	$2,176.00	$ 10,880.00				10880	GREEN EFFECT	10880
SHRUBS/GROUNDCOVERS										0
DUE - GOLD MOUND DURANTA - 3 GAL., 12"X12"	45	EA	$22.58	$ 1,016.10				1016.1	GREEN EFFECT	1016.1
LMV - VARIEGATED LILY TURF - 6"X6"	98	EA	$18.43	$ 1,806.42				1806.42	GREEN EFFECT	1806.42
ROOT BARRIER	240	LF	$19.08	$ 4,580.00				4580	GREEN EFFECT	4580
PLATYPUS ANCHORING SYSTEM	12	EA	$423.42	$ 5,081.04				5081.04	GREEN EFFECT	5081.04
PLANTING SOIL	90	CY	$80.28	$ 7,225.20				7225.2	GREEN EFFECT	7225.2
MULCH - CRUSHED SHELL	816	SF	$5.67	$ 4,626.72				4626.72	GREEN EFFECT	4626.72
AGRIFORM TABLETS	1	LS	$100.00	$ 100.00				100	GREEN EFFECT	100
IRRIGATION				$38,331.58						
IRRIGATION SYSTEM COMPLETE (INCL. BUT NOT LIMITED TO)	1	LS	$28,331.58	$ 28,331.58				28331.58	GREEN EFFECT	28331.58
POINTS OF CONNECTION										
CONTROLLER WITH PEDESTAL AND ENCLOSURE										
SCHEDULE 40 PVC SLEEVES										
SCHEDULE 40 PVC MAINLINE AND LATERALS										
VALVES, VALVE BOXES, AND WIRE										
SPRAY HEADS										
BUBBLERS										
ALLOWANCE FOR CONNECTION TO EXISTING IRRIGATION SYSTEM OUTSIDE PROJECT LIMITS	1	ALL	$10,000.00	$ 10,000.00				10000	ALLOWANCE	10000
CONSTRUCTION CONTINGENCY				$100,000.00				100000		100000
					Labor	Equipment	Material	Subcontractor	General/Rental	Subtotal
					358385.21	208249.72	142382.84	1277539.73	34336.63	2020894.13

SEMINOLE STREETSCAPE DIRECT CONSTRUCTION COSTS **$2,020,894.13**

BURKHARDT CONSTRUCTION, INC.

City of Stuart
Phase 1 Undergrounding - Seminole Street
Phase 2 Undergrounding - Osceola Street
Seminole Streetscape

GENERAL CONDITIONS

From: Burkhardt Construction, Inc.
Attn: Marc R. Kleisley
1400 Alabama Ave., Suite #20
West Palm Beach, FL 33401
Tel: (561) 659-1400
Fax: (561) 659-1402

Owner: City of Stuart, Community Redevelopment Agency
Attn: Pinal Gandhi-Savdas
121 SW Flagler Avenue
Stuart, FL 34994

Designer: Overhead Utility Underground Phase 1 – SW Seminole Street
Brannon & Gillespie, LLC
631 US Highway One, Suite 301
North Palm Beach, FL 33408

SW Osceola Street Undergrounding – Phase 2
Kimley-Horn
1920 Wekiva Way, Suite 200
West Palm Beach, FL 33411

Seminole Streetscape
Kimley-Horn
445 24th Street, Suite 200
Vero Beach, FL 32960

Plans: Overhead Utility Undergrounding Project Phase 1
by Brannon and Gillespie Dated BCI Received 6/13/24

Construction Plans for SW Osceola Street Undergrounding
by Kimley Horn Dated BCI Received 6/13/24

Seminole Street Roadway Improvements Bid Plans May 2023
By Kimley-Horn, Dated BCI Received 6/13/24

Location: Downtown Stuart
Seminole from St. Lucie to Colorado
Osceola from St. Lucie to Colorado
Flagler from St. Lucie to Colorado
Colorado from Ocean to Seminole
St. Lucie from Flagler to Seminole

Proposal Due Date: 10/4/2024 REVISED 10/14/24

Item Description					Amount
PROJECT IS BASED ON AN 20 MONTH DURATION					
MOBILIZATION (move-in, move-out)					$7,800.00
TRANSPORT	$120.00 /	Hr	x	40	$4,800.00
EQUIPMENT	$75.00 /	Hr.	x	40	$3,000.00

BURKHARDT CONSTRUCTION, INC.

PROJECT FIELD OFFICE					$295,630.70
OFFICE &/or CONSTRUCTION TRAILER	$4,000.00 /	mo.	x	20	$80,000.00
YARD	$5,350.00 /	mo.	x	20	$107,000.00
EMPLOYEE PARKING FEES	$50.00 /	mo.	x	20	$1,000.00
WORK PLATFORM FOR YARD	$0.00 /	mo.	x	20	$0.00
TEMPORARY FENCING FOR YARDS	$1,000.00 /	mo.	x	20	$20,000.00
CONSTRUCTION YARD LIGHTING	$0.00 /	mo.	x	20	$0.00
OFFICE FURNISHINGS	$200.00 /	mo.	x	20	$4,000.00
COMPUTERS	$300.00 /	mo.	x	20	$6,000.00
SOFTWARE	$200.00 /	mo.	x	20	$4,000.00
PROCORE MANAGEMENT SOFTWARE	$600.00 /	mo.	x	20	$12,000.00
COPY MACHINE	$200.00 /	mo.	x	20	$4,000.00
INTERNET SERVICE	$150.00 /	mo.	x	20	$3,000.00
CELLULAR TELEPHONE	$200.00 /	mo.	x	20	$4,000.00
TELEPHONE	$0.00 /	mo.	x	20	$0.00
FEDERAL EXPRESS MAILINGS	$50.00 /	mo.	x	20	$1,000.00
POSTAGE	$50.00 /	mo.	x	20	$1,000.00
PHOTOGRAPHS				20	
AERIAL PHOTOS	$110.00 /	mo.	x	20	$2,200.00
JOB PHOTOS	$100.00 /	mo.	x	20	$2,000.00
PRE-CONSTRUCTION VIDEO	$6,430.70 /	ea.	x	1	$6,430.70
PLAN REPRODUCTION COST/PRINTING	$200.00 /	set	x	10	$2,000.00
OFFICE SUPPLIES	$100.00 /	mo.	x	20	$2,000.00
FIRST AID SUPPLIES	$50.00 /	mo.	x	20	$1,000.00
WATER SERVICE	$50.00 /	mo.	x	20	$1,000.00
SANITARY SERVICE	$150.00 /	mo.	x	20	$3,000.00
ELECTRIC SERVICE	$500.00 /	mo.	x	20	$10,000.00
GARBAGE SERVICE	$25.00 /	mo.	x	20	$500.00
CONSTRUCTION WATER	$500.00 /	mo.	x	20	$10,000.00
JOHN DEERE GATOR	$250.00 /	mo.	x	20	$5,000.00
ICE	$175.00 /	mo.	x	20	$3,500.00
BONDS					$109,454.35
GENERAL BOND	$8,756,347.76		x	1.25%	$109,454.35
SUBCONTRACTORS BONDS					
INFRATECH - INCLUDED IN FRANCHISE UTILITY DIRECT COST					
PARTNERING INITIATIVES					$2,500.00
NOTICES, LETTERS, INFORMATIONAL MEETINGS					$2,500.00
INSURANCE					$175,126.96
GENERAL INSURANCE	$8,756,347.76		x	2.00%	$175,126.96
Commercial General Liability					
Comprehensive Automobile Liability					
Owner Indemnification					
Professional (Errors/Omissions) Liability					
Excess/Umbrella Liability					
ADD'L INSUREDS	$0.00 /	ea.	x	100	$0.00
ADDED INSURANCES REQUIRED					$0.00
Builders Risk Insurance					EXCLUDED
Installation Floater					EXCLUDED
Flood Insurance					EXCLUDED
Railroad Protective Liability					EXCLUDED
SUBCONTRACTORS' INSURANCE	included in their direct costs				
SANITARY SERVICES					$15,000.00
JOB TOILETS (2 EA)	$750.00 /	mo.	x	20	$15,000.00
TESTING COSTS					$48,310.00
DENSITIES	$25.00 /	TEST	x	800	$20,000.00
PROCTORS	$105.00 /	TEST		4	$420.00
LIMEROCK BEARING RATIO	$300.00 /	TEST		4	$1,200.00
SIEVE ANALYSIS	$65.00 /	TEST		4	$260.00
ORGANIC CONTENT	$45.00 /	TEST		4	$180.00
CONCRETE CYLINDERS	$35.00 /	CYL.		150	$5,250.00
ASPHALT INSPECTION AND SAMPLING	$75.00 /	HR		80	$6,000.00
ENGINEERING & REPORTING	$15,000.00 /	LS		1	$15,000.00
PRE/POST CONST. SURVEY/VIBRATION MONITORING					EXCLUDED

FEES					$0.00
PERMIT FEES (CITY OF STUART BLDG. DEPT.)					EXCLUDED
SFWMD DEWATERING PERMIT					EXCLUDED
MARTIN COUNTY HEALTH DEPARTMENT					EXCLUDED
SURVEYING					$76,800.00
LAYOUT & ASBUILTS FOR SEMINOLE STREETSCAPE	$25,900.00 /	ls	x	1	$25,900.00
LAYOUT & ASBUILTS FOR OSCEOLA IMPROVEMENTS	$25,900.00 /	ls	x	1	$25,900.00
LAYOUT & ASBUILTS FOR FRANCHISE UTILITIES - INCLUDED IN FRANCHISE UTILITY DIRECT COST	$0.00 /	ls	x	1	$0.00
ALLOWANCE FOR RESTAKING & DRAFTING	$25,000.00 /	ls	x	1	$25,000.00
SMALL HAND TOOLS/EQUIPMENT RENTAL					$5,000.00
ALLOWANCE (GENERAL)					$5,000.00
GENERAL CONDITIONS TOTAL					$735,622.00

City of Stuart
Phase 1 Undergrounding - Seminole Street
Phase 2 Undergrounding - Osceola Street
Seminole Streetscape

Project Management

From: Burkhardt Construction, Inc.
Attn: Marc R. Kleisley
1400 Alabama Ave., Suite #20
West Palm Beach, FL 33401
Tel: (561) 659-1400
Fax: (561) 659-1402

Owner: City of Stuart, Community Redevelopment Agency
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St. Lucie from Flagler to Seminole

Proposal Due Date: 10/4/2024 REVISED 10/14/24

Item Description	Quantity	(Hrs./Week)	Wks.	Rate/Hr.		Amount
Based on a 20 Month Duration						
Project Principal	4	Hrs./Wk.	87	$ 215.00	$	74,820.00
Senior Project Manager	0	Hrs./Wk.	87	$ 160.00	$	-
Vertical Project Manager	0	Hrs./Wk.	87	$ 160.00	$	-
Project Manager	24	Hrs./Wk.	87	$ 125.00	$	261,000.00
Merchant Liaison	20	Hrs./Wk.	67	$ 100.00	$	134,000.00
Utilities/Hardscape Construction Field Manager	40	Hrs./Wk.	87	$ 105.00	$	365,400.00
Project Accountant	8	Hrs./Wk.	87	$ 85.00	$	59,160.00
Administrative Assistant	16	Hrs./Wk.	87	$ 55.00	$	76,560.00
	Total Construction Management Fee				**$**	**970,940.00**

BURKHARDT CONSTRUCTION, INC.

City of Stuart
Phase 1 Undergrounding - Seminole Street
Phase 2 Undergrounding - Osceola Street
Seminole Streetscape

Guaranteed Maximum Price
Based on Bid Set Construction Documents

Exceptions & Clarifications - REVISED 10/14/24

GENERAL

1. Scope of work and quantities are based on the Overhead to Undergrounding Project Phase 1 by Brannon & Gillespie dated BCI Received 6/13/24; Construction Plans for SW Osceola Street Undergrounding by Kimley-Horn dated BCI received 6/13/24; and Seminole Street Roadway Improvements Bid Plans May 2023 dated BCI received 6/13/24. A complete plan log is attached.

2. Guaranteed Maximum Price (G.M.P.) was compiled using competitive bids received from pre-approved subcontractors and vendors.

3. G.M.P. includes a Construction Contingency for each of the projects in the direct construction costs.

4. G.M.P. pricing is based on a project start date in March 2025. Project duration shall be 20 months from notice to proceed.

5. G.M.P. does not include any costs for City of Stuart Building or Right of Way Permit Fees. The G.M.P. does not include permit fees for capital improvements, connection fees, impact fees, or any other regulatory agency fees that may be necessary (FDEP, ACOE, FWC, Etc.)

6. It is understood that the Direct Construction Cost (Exhibit "A") is unit prices for the work shown in the plans and as modified by these exceptions and clarifications.

7. Project master schedule and schedule updates shall be a bar chart schedule acceptable to the Owner prepared by CMAR in house personnel.

8. Project Manual as described in the contract shall mean the closeout project manual which shall be updated periodically and presented to the Owner upon completion of the project. The information contained in this manual shall be as requested by the Owner.

9. G.M.P. does not include additional insurance premiums for naming individual property owners as additional insureds.

10. G.M.P. does not include a sales tax credit on direct owner purchased materials. If the CRA decides to purchase the following materials directly then there will be a credit for the sales tax savings: (electrical poles and fixtures, brick pavers, bollards, and benches. CRA shall retain or pay the difference between the allocated funds and the actual cost of the materials.

11. All Construction easements, if necessary, shall be executed and recorded and all permits shall be issued prior to notice to proceed.

BURKHARDT CONSTRUCTION, INC.

12. Labor and equipment prices are firm for all work stated in the G.M.P. Material price increases shall be passed through to the Owner with proper documentation, and paid for with the construction contingency.

13. City of Stuart Right of Way, Building Permits (including subcontractor permits) and Martin County Permit (If Applicable); All permits shall be obtained prior to start of construction and receipt of notice to proceed. Plans have not yet been through permitting and G.M.P. does not reflect any special permitting requirements. A Special Inspector is specifically excluded. Permit fees and inspection fees including after hour inspections are excluded.

14. The project will require free and unlimited jobsite access for workmen and deliveries during all authorized work hours.

15. Burkhardt Construction, Inc. (BCI) is not liable for failure to perform such work or any damages that occur if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster). If BCI asserts Force Majeure as the reason for failure to perform such work or such damages occur as a result of any Act of God, then BCI must prove that they took reasonable steps to minimize delay or damages caused by unforeseeable events, that BCI substantially fulfilled all obligations, and that the owner was timely notified of the likelihood or actual occurrence of the event described as an Act of God (Force Majeure). Any construction related damages that took place as a result, shall be repaired or removed and replaced at the same contract unit prices and shall be paid out of the owners contingency.

16. In the event that the terms and provisions of all attached Exhibits conflict with or are omitted from the terms and provisions of this Contract, the terms and provisions of the attached Exhibits shall govern with respect to the performance of the work.

17. Owner and Construction Manager acknowledge and agree the GMP and Contract Time as defined in the Agreement do not include any cost impacts or schedule impacts associated with any virus, disease, epidemic, or pandemic. If Construction Manager's work is delayed, suspended, disrupted, made more expensive, or otherwise adversely impacted, including, but not limited to the following impacts: (1) material or equipment supply chain disruptions; (2) labor force reduction required by the CDC or OSHA guidelines, regulations, or governmental order; (3) government orders, shelter-in-place orders, closures, changes in the law, or other directives or restrictions that impact the schedule (4) fulfillment of Construction Manager’s contractual obligations regarding the above, then Construction Manager shall be entitled to an adjustment of the Contract Time for all such impacts. The Parties further agree, Construction Manager will attempt to exercise due diligence with respect to the selection and management of material suppliers and supply chains in an effort to minimize the risk of disruption; however, Construction Manager does not warrant the performance of material suppliers, supply chains and supply chain management. Any material price increases shall be passed through to the Owner with proper documentation, and paid for with Owner's Contingency.

18. G.M.P. excludes vibration monitoring. G.M.P. does not include a pre/post construction survey by a geotechnical engineer on the existing buildings or structures within the project area. Should any of the tasks be required, the value will be taken from the owner's contingency.

19. G.M.P. specifically excludes any payment processing fee. If a fee is charged for payments to the contractor, the fee will paid from the construction contingency.

20. G.M.P. includes a standard 1-year warranty unless specifically noted otherwise in the GMP.

21. G.M.P. does not include pest & rodent control.

22. G.M.P. does not include demonstrations or training videos.

23. Prices are based on leasing a construction yard located at 200 S. Colorado as well as using the City provided yard behind the Stuart Heritage Museum for storage of materials and equipment.

24. The general conditions and project management assumes that Phase 1 Undergrounding, Phase 2 Undergrounding and the Seminole Streetscape project are constructed concurrently per the GMP schedule.

25. The G.M.P. includes costs for merchant/resident liaison services to assist with keeping merchants/residents informed about the project.

26. The following are part of the G.M.P. in order to facilitate the aggressive work schedule.
a.Construction work hours shall be 6:00 AM to 7:00 PM Monday through Friday.
b.Night, weekend or holiday work beyond the regularly scheduled work hours stated in item a., which will be necessary due to nighttime FPL service switching, road work, emergency, delay or makeup time, shall be coordinated and reviewed/approved by the Owner.
c.The project will require free and unlimited jobsite access for workmen and deliveries during all authorized work hours.
d.The schedule makes no provision for delays caused by named storms.

27. Railroad Protective Liability Insurance and Railroad Flagmen are not included in the GMP. If it is determined that either are needed then the additional costs shall be paid for from contingency.

28. It is recommended that the City of Stuart CRA carries an additional 10% owner's contingency which is separate from the G.M.P.

DEMOLITION / CLEARING & GRUBBING

1. G.M.P. does not include costs for removal / remediation of asbestos cement pipe or any other hazardous materials. Testing, inspection and abatement of existing buildings is specifically excluded.

EARTHWORK / GRADING

1. G.M.P. includes costs for removal and replacement of unsuitable subsoils for undergrounding of franchise utilities. Demucking is included for undergrounding of franchise utilities only.

2. For the Seminole Streetscape Project, prices are based on re-using excavated material unless listed otherwise. No unsuitable subsoil excavation, removal or replacement. Unsuitable soil, if encountered, can be removed, disposed of, replaced as directed by the Owner and billed to the Owner at the actual direct cost.

3. Initial Geotech bore reports were not included in the 90% Plan set. No subsurface soil investigations were performed by the CMAR during pre-construction services.

4. G.M.P. is based on the assumption that portions of or entire roadways and sidewalks will be closed to vehicular and pedestrian traffic during construction. Pedestrian access will be maintained to all businesses and residences.

WATER / SEWER / STORM DRAINAGE

1. G.M.P. does not include de-silting of the existing storm drainage system outside the project limits. Pre/Post construction video of the existing storm drainage system is excluded.

2. G.M.P. does not include City of Stuart meter installation and hook-up fees.

3. G.M.P. includes a pre-construction and post-construction TV'ing of the existing gravity sanitary sewer lines.

4. G.M.P. does not include any cost for disposal/treatment of contaminated ground water if dewatering operations are needed. It is assumed that clean groundwater generated by dewatering operations will be discharged into the existing storm drainage system.

5. G.M.P. includes an allowance for FPL pole holds that may be necessary to install drainage or other underground utilities.

FRANCHISE UTILITIES / ELECTRICAL / LOW VOLTAGE

1. G.M.P. does not include any design, engineering or installation fees which may be charged to the Owner by franchise utility companies. (electric, telephone, cable tv, gas).

2. The Construction Manager at Risk shall not assume liability or warranty any work performed by FPL, COMCAST, ATT, TECO, HOTWIRE, CROWN CASTLE and/or their subcontractors.

3. G.M.P. does not include FPL's binding cost estimate, Comcast, AT&T, Hotwire, Crown Castle, TECO, etc... These invoices shall be paid directly by the owner. FPL's binding cost estimate must be fully executed prior to release of FPL materials. FPL materials must be received prior to Notice to Proceed being issued.

4. G.M.P. does not include any costs for modifying or relocating existing street signal cabinets, handholes, or other equipment. Traffic loop or camera modifications have been excluded.

5. G.M.P. includes furnishing and installing new standard electrical handholes. Special lids and custom handholes are not included.

6. The energizing of the new system is dependent on receiving switching orders from FPL. Services cannot be converted until the transformers are "hot".

7. The schedule represents the work controlled by the Construction Manager at Risk. Should the project exceed the scheduled 20 month duration due to the involvement of entities beyond our control (including but not limited to FPL, ATT and Comcast), a "No Fee" time extension for that work shall be issued. "No Fee" specifically refers to the construction fee. General conditions shall be reimbursed with proper documentation.

8. Upon (a) achievement of substantial completion; or (b) achievement of substantial completion of all items for which Burkhardt Construction, Inc. is directly responsible such that the only outstanding items preventing finalization and closeout of the permit are either: (1) items which Owner has separately contracted for, such as installation, connection or repair of cable, telephone, electric, utility, or other similar facilities or services; or (2) items under Burkhardt Construction Inc.'s permit but wholly out of Burkhardt Construction Inc.'s control, such as installation, connection or repair of cable, telephone, electric, utility, or other similar facilities or services; the Owners shall release Burkhardt Construction, Inc., its respective officers, directors, agents and employees (collectively, "BCI") from all liability and indemnify, save, defend, and hold harmless BCI from and against any and all liabilities, damages, claims, losses, and expenses, including reasonable attorney's fees, expenses, and costs (including attorneys' fees, costs and expenses through appeal and attorneys' fees, costs and expenses incurred in establishing the right to and the amount of indemnification) for injury or damages resulting from, arising out of, caused by, or related to the presence of persons or property (other than persons or property under the direct control of BCI) within the boundaries of the location at which BCI performed the Work . This provision shall control over any other provision in the Agreement.

9. All electrical gear in the GMP is rated as NEMA 3R. No stainless steel or NEMA 4x gear is included.

10. G.M.P. only includes work on the lineside (FPL) of the meter can. No work beyond the meter can is included unless it was specifically shown or specified in the plans. The G.M.P. does not include costs to bring existing building(s) electrical system up to current code.

11. The G.M.P. includes an allowance for new meter cans.

12. No electrical disconnects were shown on the Phase 1 Undergrounding plans. The G.M.P. includes disconnects for meters/services that were identified as needing disconnects during site visits. An allowance is included in the GMP for disconnects associated with the electrical services associated with 27 Osceola. If disconnects are needed at additional locations, the additional costs shall be paid from contingency.

13. G.M.P. includes allowances for minor building repairs and painting of conduits exposed on buildings. G.M.P. does not include any structural repairs to building, nor does it include painting the entire exterior wall(s) of buildings. It is understood that "patch" paint areas may differ in color and/or texture based on the age of the buildings' paint.

14. G.M.P. includes an allowance for flowable fill if it is needed in certain backfill situations.

15. G.M.P. includes an allowance for additional work for FPL vault tie-ins if required.

16. G.M.P. includes an allowance for restoration of sidewalks after FPL removes the overhead poles.

17. G.M.P. includes and allowance to connect the new street lights to the existing street lighting electrical panel. The G.M.P. also includes and allowance to connect the irrigation controller for Seminole Steet to the existing electrical panel.

CONCRETE / PAVERS / HARDSCAPE / ASPHALT

1. G.M.P. does not include a vapor barrier under the concrete sidewalk.

2. GMP includes up to 8 separate sections of asphalt milling and resurfacing to be constructed consecutively. If the asphalt needs to be broken up into more smaller sections then any additional costs shall be paid from construction contingency.

3. As the original base and asphalt was designed and previously installed by others, we cannot guarantee this asphalt surfacing against possible future cracking, settlement, drainage problems, minor birdbaths or root heave by adjacent plant material. The G.M.P. includes a guarantee our own asphalt work against all defects in materials and workmanship for a period of one year.

4. The G.M.P. includes new patterned pavement by Paveway STS for the crosswalks at Flagler/St. Lucie intersection and the mid-block crossing on Osceola between St. Lucie and Colorado.

5. The G.M.P. includes an allowance for "decorative" street signage to match the existing street signage in downtown Stuart. No specification was given for the signage.

6. The G.M.P. includes an allowance pressure cleaning and staining the existing sidewalks on Osceola. The G.M.P. also includes staining all new and replaced curbs and sidewalks.

LANDSCAPE / IRRIGATION

1. G.M.P. does not include an annual landscape maintenance agreement.

2. G.M.P. Includes an allowance for minor landscape and irrigation restoration for damage directly caused by the Phase 1 and Phase 2 Undergrounding scope of work. No other landscape improvements are included for Phase 1 or Phase 2. G.M.P. includes new landscape and irrigation on Seminole Street as shown on the Kimley-Horn Seminole Streetscape set of plans.

City of Stuart
Phase 1 Undergrounding - Seminole Street
Phase 2 Undergrounding - Osceola Street
Seminole Streetscape

Guaranteed Maximum Price
Based on Bid Set Construction Documents

PLAN LOG - 10/4/24

GENERAL

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
PH I UNDERGROUNDING					
C-1	COVER	0	5/1/23	6/13/2024	OVERHEAD UTILITY UNDERGROUNDING PROJECT PHASE I
C-2	FPL SUPPLEMENTAL DRAWING	0	5/1/23	6/13/2024	OVERHEAD UTILITY UNDERGROUNDING PROJECT PHASE I
C-3	COMCAST SUPPLEMENTAL DRAWING	0	5/1/23	6/13/2024	OVERHEAD UTILITY UNDERGROUNDING PROJECT PHASE I
C-4	AT&T SUPPLEMENTAL DRAWING	0	5/1/23	6/13/2024	OVERHEAD UTILITY UNDERGROUNDING PROJECT PHASE I
C-5	SPECIFICATION DRAWING	0	5/1/23	6/13/2024	OVERHEAD UTILITY UNDERGROUNDING PROJECT PHASE I
PH II UNDERGROUNDING					
C1.00	COVER SHEET	0	5/1/23	6/13/2024	CONSTRUCTION PLANS FOR SW OSCEOLA STREET UNDERGROUNDING
C2.00	GENERAL NOTES	0	5/1/23	6/13/2024	CONSTRUCTION PLANS FOR SW OSCEOLA STREET UNDERGROUNDING
C2.01	GENERAL NOTES	0	5/1/23	6/13/2024	CONSTRUCTION PLANS FOR SW OSCEOLA STREET UNDERGROUNDING
C2.02	GENERAL NOTES	0	5/1/23	6/13/2024	CONSTRUCTION PLANS FOR SW OSCEOLA STREET UNDERGROUNDING
C2.03	GENERAL NOTES	0	5/1/23	6/13/2024	CONSTRUCTION PLANS FOR SW OSCEOLA STREET UNDERGROUNDING
C2.04	KEY SHEET	0	5/1/23	6/13/2024	CONSTRUCTION PLANS FOR SW OSCEOLA STREET UNDERGROUNDING
C3.00	STREET LIGHTING PLAN	0	5/1/23	6/13/2024	CONSTRUCTION PLANS FOR SW OSCEOLA STREET UNDERGROUNDING
C3.01	STREET LIGHTING PLAN	0	5/1/23	6/13/2024	CONSTRUCTION PLANS FOR SW OSCEOLA STREET UNDERGROUNDING
C3.02	STREET LIGHTING PLAN	0	5/1/23	6/13/2024	CONSTRUCTION PLANS FOR SW OSCEOLA STREET UNDERGROUNDING
C3.03	STREET LIGHTING PLAN	0	5/1/23	6/13/2024	CONSTRUCTION PLANS FOR SW OSCEOLA STREET UNDERGROUNDING
C3.04	FPL PROFILE	0	5/1/23	6/13/2024	CONSTRUCTION PLANS FOR SW OSCEOLA STREET UNDERGROUNDING
C3.05	FPL PROFILE	0	5/1/23	6/13/2024	CONSTRUCTION PLANS FOR SW OSCEOLA STREET UNDERGROUNDING
C4.00	ATT-COMCAST CONDUIT PLAN	0	5/1/23	6/13/2024	CONSTRUCTION PLANS FOR SW OSCEOLA STREET UNDERGROUNDING
C4.01	ATT-COMCAST CONDUIT PLAN	0	5/1/23	6/13/2024	CONSTRUCTION PLANS FOR SW OSCEOLA STREET UNDERGROUNDING
C4.02	ATT-COMCAST CONDUIT PLAN	0	5/1/23	6/13/2024	CONSTRUCTION PLANS FOR SW OSCEOLA STREET UNDERGROUNDING
C4.03	ATT-COMCAST CONDUIT PLAN	0	5/1/23	6/13/2024	CONSTRUCTION PLANS FOR SW OSCEOLA STREET UNDERGROUNDING
C4.04	ATT-COMCAST CONDUIT PLAN	0	5/1/23	6/13/2024	CONSTRUCTION PLANS FOR SW OSCEOLA STREET UNDERGROUNDING
C5.00	FPL CONSTRUCTION DETAILS	0	5/1/23	6/13/2024	CONSTRUCTION PLANS FOR SW OSCEOLA STREET UNDERGROUNDING
C5.01	FPL CONSTRUCTION DETAILS	0	5/1/23	6/13/2024	CONSTRUCTION PLANS FOR SW OSCEOLA STREET UNDERGROUNDING
C6.00	ATT CONSTRUCTION DETAILS	0	5/1/23	6/13/2024	CONSTRUCTION PLANS FOR SW OSCEOLA STREET UNDERGROUNDING
C7.00	COMCAST CONSTRUCTION DETAILS	0	5/1/23	6/13/2024	CONSTRUCTION PLANS FOR SW OSCEOLA STREET UNDERGROUNDING
C8.00	ROADWAY DETAILS	0	5/1/23	6/13/2024	CONSTRUCTION PLANS FOR SW OSCEOLA STREET UNDERGROUNDING
C8.01	CONSTRUCTION DETAILS	0	5/1/23	6/13/2024	CONSTRUCTION PLANS FOR SW OSCEOLA STREET UNDERGROUNDING
C9.00	STREET LIGHTING DETAILS	0	5/1/23	6/13/2024	CONSTRUCTION PLANS FOR SW OSCEOLA STREET UNDERGROUNDING
C10.00	MILLING & RESURFACING PLAN	0	5/1/23	6/13/2024	CONSTRUCTION PLANS FOR SW OSCEOLA STREET UNDERGROUNDING
C10.01	MILLING & RESURFACING PLAN	0	5/1/23	6/13/2024	CONSTRUCTION PLANS FOR SW OSCEOLA STREET UNDERGROUNDING
C10.02	MILLING & RESURFACING PLAN	0	5/1/23	6/13/2024	CONSTRUCTION PLANS FOR SW OSCEOLA STREET UNDERGROUNDING
C10.03	MILLING & RESURFACING PLAN	0	5/1/23	6/13/2024	CONSTRUCTION PLANS FOR SW OSCEOLA STREET UNDERGROUNDING
C11.00	SERVICE SIZING TABLE ELECTRIC SERVICE MODIFICATIONS	0	5/1/23	6/13/2024	CONSTRUCTION PLANS FOR SW OSCEOLA STREET UNDERGROUNDING

BURKHARDT CONSTRUCTION, INC.

C11.01	SERVICE SIZING TABLE ELECTRIC SERVICE MODIFICATIONS	0	5/1/23	6/13/2024	CONSTRUCTION PLANS FOR SW OSCEOLA STREET UNDERGROUNDING
C11.02	SERVICE SIZING TABLE ELECTRIC SERVICE MODIFICATIONS	0	5/1/23	6/13/2024	CONSTRUCTION PLANS FOR SW OSCEOLA STREET UNDERGROUNDING
C11.03	SERVICE SIZING TABLE ELECTRIC SERVICE MODIFICATIONS	0	5/1/23	6/13/2024	CONSTRUCTION PLANS FOR SW OSCEOLA STREET UNDERGROUNDING
C11.04	SERVICE SIZING TABLE ELECTRIC SERVICE MODIFICATIONS	0	5/1/23	6/13/2024	CONSTRUCTION PLANS FOR SW OSCEOLA STREET UNDERGROUNDING
C11.05	SERVICE SIZING TABLE ELECTRIC SERVICE MODIFICATIONS	0	5/1/23	6/13/2024	CONSTRUCTION PLANS FOR SW OSCEOLA STREET UNDERGROUNDING
C11.06	SERVICE SIZING TABLE ELECTRIC SERVICE MODIFICATIONS	0	5/1/23	6/13/2024	CONSTRUCTION PLANS FOR SW OSCEOLA STREET UNDERGROUNDING
C11.07	SERVICE SIZING TABLE ELECTRIC SERVICE MODIFICATIONS	0	5/1/23	6/13/2024	CONSTRUCTION PLANS FOR SW OSCEOLA STREET UNDERGROUNDING
C11.08	SERVICE SIZING TABLE ELECTRIC SERVICE MODIFICATIONS	0	5/1/23	6/13/2024	CONSTRUCTION PLANS FOR SW OSCEOLA STREET UNDERGROUNDING
C11.09	SERVICE SIZING TABLE ELECTRIC SERVICE MODIFICATIONS	0	5/1/23	6/13/2024	CONSTRUCTION PLANS FOR SW OSCEOLA STREET UNDERGROUNDING
SEMINOLE STREETSCAPE					
1	COVER	0	5/1/23	6/13/2024	SEMINOLE STREET ROADWAY IMPROVEMENTS BID PLANS
2	GENERAL NOTES	0	5/1/23	6/13/2024	SEMINOLE STREET ROADWAY IMPROVEMENTS BID PLANS
3	GENERAL NOTES	0	5/1/23	6/13/2024	SEMINOLE STREET ROADWAY IMPROVEMENTS BID PLANS
4	SUMMARY OF PAY ITEMS	0	5/1/23	6/13/2024	SEMINOLE STREET ROADWAY IMPROVEMENTS BID PLANS
5	TYPICAL SECTION	0	5/1/23	6/13/2024	SEMINOLE STREET ROADWAY IMPROVEMENTS BID PLANS
5A	TYPICAL SECTION	0	5/1/23	6/13/2024	SEMINOLE STREET ROADWAY IMPROVEMENTS BID PLANS
6	PROJECT LA YOUT	0	5/1/23	6/13/2024	SEMINOLE STREET ROADWAY IMPROVEMENTS BID PLANS
7	PLAN & PROFILE	0	5/1/23	6/13/2024	SEMINOLE STREET ROADWAY IMPROVEMENTS BID PLANS
8	PLAN & PROFILE	0	5/1/23	6/13/2024	SEMINOLE STREET ROADWAY IMPROVEMENTS BID PLANS
9	MISCELLANEOUS DETAILS	0	5/1/23	6/13/2024	SEMINOLE STREET ROADWAY IMPROVEMENTS BID PLANS
10	MISCELLANEOUS DETAILS	0	5/1/23	6/13/2024	SEMINOLE STREET ROADWAY IMPROVEMENTS BID PLANS
11	MISCELLANEOUS DETAILS	0	5/1/23	6/13/2024	SEMINOLE STREET ROADWAY IMPROVEMENTS BID PLANS
11A	MISCELLANEOUS DETAILS	0	5/1/23	6/13/2024	SEMINOLE STREET ROADWAY IMPROVEMENTS BID PLANS
11B	MISCELLANEOUS DETAILS	0	5/1/23	6/13/2024	SEMINOLE STREET ROADWAY IMPROVEMENTS BID PLANS
11C	PERMEABLE ARTICULATED BLOCK DETAILS	0	5/1/23	6/13/2024	SEMINOLE STREET ROADWAY IMPROVEMENTS BID PLANS
11D	PERMEABLE ARTICULATED BLOCK DETAILS	0	5/1/23	6/13/2024	SEMINOLE STREET ROADWAY IMPROVEMENTS BID PLANS
11E	PERMEABLE ARTICULATED BLOCK DETAILS	0	5/1/23	6/13/2024	SEMINOLE STREET ROADWAY IMPROVEMENTS BID PLANS
11F	PERMEABLE ARTICULATED BLOCK DETAILS	0	5/1/23	6/13/2024	SEMINOLE STREET ROADWAY IMPROVEMENTS BID PLANS
11G	PERMEABLE ARTICULATED BLOCK DETAILS	0	5/1/23	6/13/2024	SEMINOLE STREET ROADWAY IMPROVEMENTS BID PLANS
11H	PERMEABLE ARTICULATED BLOCK DETAILS	0	5/1/23	6/13/2024	SEMINOLE STREET ROADWAY IMPROVEMENTS BID PLANS
12	SEMINOLE STREET CROSS SECTIONS	0	5/1/23	6/13/2024	SEMINOLE STREET ROADWAY IMPROVEMENTS BID PLANS
13	SEMINOLE STREET CROSS SECTIONS	0	5/1/23	6/13/2024	SEMINOLE STREET ROADWAY IMPROVEMENTS BID PLANS
14	SEMINOLE STREET CROSS SECTIONS	0	5/1/23	6/13/2024	SEMINOLE STREET ROADWAY IMPROVEMENTS BID PLANS
15	SEMINOLE STREET CROSS SECTIONS	0	5/1/23	6/13/2024	SEMINOLE STREET ROADWAY IMPROVEMENTS BID PLANS
16	SEMINOLE STREET CROSS SECTIONS	0	5/1/23	6/13/2024	SEMINOLE STREET ROADWAY IMPROVEMENTS BID PLANS
17	SEMINOLE STREET CROSS SECTIONS	0	5/1/23	6/13/2024	SEMINOLE STREET ROADWAY IMPROVEMENTS BID PLANS
18	SIGNING AND MARKING	0	5/1/23	6/13/2024	SEMINOLE STREET ROADWAY IMPROVEMENTS BID PLANS
19	EROSION CONTROL GENERAL NOTES	0	5/1/23	6/13/2024	SEMINOLE STREET ROADWAY IMPROVEMENTS BID PLANS
20	EROSION CONTROL GENERAL NOTES	0	5/1/23	6/13/2024	SEMINOLE STREET ROADWAY IMPROVEMENTS BID PLANS
21	EROSION CONTROL	0	5/1/23	6/13/2024	SEMINOLE STREET ROADWAY IMPROVEMENTS BID PLANS
22	HARDSCAPE / LANDSCAPE	0	5/1/23	6/13/2024	SEMINOLE STREET ROADWAY IMPROVEMENTS BID PLANS
23	HARDSCAPE / LANDSCAPE	0	5/1/23	6/13/2024	SEMINOLE STREET ROADWAY IMPROVEMENTS BID PLANS

24	HARDSCAPE / LANDSCAPE DETAILS	0	5/1/23	6/13/2024	SEMINOLE STREET ROADWAY IMPROVEMENTS BID PLANS
25	HARDSCAPE / LANDSCAPE DETAILS	0	5/1/23	6/13/2024	SEMINOLE STREET ROADWAY IMPROVEMENTS BID PLANS
26	IRRIGATION PLAN	0	5/1/23	6/13/2024	SEMINOLE STREET ROADWAY IMPROVEMENTS BID PLANS
27	IRRIGATION DETAILS	0	5/1/23	6/13/2024	SEMINOLE STREET ROADWAY IMPROVEMENTS BID PLANS
28	IRRIGATION DETAILS	0	5/1/23	6/13/2024	SEMINOLE STREET ROADWAY IMPROVEMENTS BID PLANS
29	IRRIGATION DETAILS	0	5/1/23	6/13/2024	SEMINOLE STREET ROADWAY IMPROVEMENTS BID PLANS
30	LIGHTING PLAN	0	5/1/23	6/13/2024	SEMINOLE STREET ROADWAY IMPROVEMENTS BID PLANS
31	LIGHTING PLAN	0	5/1/23	6/13/2024	SEMINOLE STREET ROADWAY IMPROVEMENTS BID PLANS
32	LIGHTING PLAN	0	5/1/23	6/13/2024	SEMINOLE STREET ROADWAY IMPROVEMENTS BID PLANS
33	LIGHTING DETAILS	0	5/1/23	6/13/2024	SEMINOLE STREET ROADWAY IMPROVEMENTS BID PLANS

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
Joint CRA/CRB/CCM

Meeting Date: 10/28/2024 **Prepared by:** Pinal Gandhi-Savdas

Title of Item:
AMENDMENT TO RFQL #2024-400 CMAR TO AWARD CONSTRUCTION SERVICES TO BURKHARDT (RC):

RESOLUTION No. 114-2024; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, APPROVING AN AMENDMENT TO THE CONSTRUCTION MANAGER-AT-RISK CONTRACT UNDER REQUEST FOR QUALIFICATIONS #2024-400, THE DOWNTOWN UNDERGROUNDING AND SEMINOLE STREETSCAPE PROJECT, IN ORDER TO AWARD THE CONSTRUCTION SERVICES PHASE TO BURKHARDT CONSTRUCTION, INC. FOR THE PRICE NOT TO EXCEED $8,756,347.76; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

Summary

In June 2024, the City/CRA contracted with Burkhart Construction, Inc., which is a Construction Management at Risk (CMAR) firm, to provide pre-construction services and Guaranteed Maximum Price (GMP) for construction of Downtown Undergrounding and Seminole Streetscape as Part 1 and construction management services as Part 2 with an amendment to the contract by Commission action.

During the pre-construction phase, the contractor administered the bid process by breaking out the work into 8 scopes of work/trades and sent out bid packages to 54 different pre-qualified companies. This method allows the contractor to have a clear understanding of the project and attract more subcontractors for the bidding in order to get the competitive bids in specialized work/trades, which is the best way to drive down costs. This process also ensures bid transparency, sharing information with the city about estimates, subcontractor bids, materials, labor, and other expenses.

The contractor has submitted a GMP for acceptance by the city along with all the backup information including bid packages, bids received, bid comparison spreadsheets, etc. The GMP for the entire scope of work is $8,756,347.76. This includes $400,000 in contingencies and $309,500 in allowances, which is money set aside to cover unexpected costs and delays.

Once approved, a GMP will become the basis of the construction phase of the contract. The proposed contract is an amendment to the CMAR contract to award the construction management services to Burkhard Construction Inc., for the construction phase of the project. They will serve as the project's general contractor and complete the project within the GMP. Please note that upon final completion of the project, the contractor will share 50% in cost savings for the difference between the GMP (including authorized amendments) and the final invoice amount. This provides an incentive and motivation for the contractor to come in under budget. However, all contingencies and allowances would be excluded from the cost savings. All unused contingencies and allowances would be credited back to the city.

Should the board decide not to move forward with the project, we will have to notify FPL, and they will add the hardening of power lines in their work program. The existing concrete poles and wooden poles in downtown don't meet the current standards for strength. FPL will replace older poles with one that can withstand hurricane force winds and meet their current standards. However, there will be a period of time when we will have two poles in each location until all the lines are transferred from old poles to the new

larger concrete poles, which could take years. This approach could result in a loss of 3 parking spaces on Osceola Street, 3 parking spaces on Colorado Avenue, and 4 parking spaces on Seminole Street, with a total loss of 7 parking spaces (see attached Downtown Utility Hardening Perspective - Before and After).

Staff has prepared the rate of return analysis for the project and will be presented at the meeting.

Background

The Downtown Undergrounding of overhead utilities project includes the conversion of overhead utilities on SW Seminole Street from SW St Lucie Avenue to S Colorado Avenue; SW Osceola Street from St Lucie Avenue to S Colorado Avenue; SW St Lucie Avenue from SW Seminole Street to SW Flagler Avenue; and S Colorado Avenue from SW Seminole Street to SW Flagler Avenue. The project was initiated in 2019 to increase reliability, specifically following storm events, as well as add aesthetics benefits to the historic downtown. The project was initially anticipated to be completed in two phases. The undergrounding project on Seminoel Street (Phase 1) was originally envisioned to be constructed with the Seminole Streetscape project, in the summer of 2022. However, with FPL's plan to harden power lines on SW Osceola Street earlier than expected, the City and CRA agreed to expedite the undergrounding design for SW Osecola Street. In November 2021, the CRA contracted with Kimley-Horn and Associates, Inc. to develop the design for undergrounding improvements in the area of SW Osceola Street. To better coordinate the improvements, it was determined that the undergrounding conversion (Phases 1 and 2) would be constructed in conjunction with the streetscape project, which would provide cost and schedule efficiency.

In June 2023, the city advertised a Request for Proposal (RFP) for Downtown Undergrounding and Seminole Streetscape Project and the city received one proposal with no price proposal in the package. The proposal was rejected when the proposer failed to respond and provide a price proposal. The second RFP was advertised in August 2023. Procurement notified 386 potential bidders and 14 bid packages were issued for this project. The city received only one proposal from the Whiting-Turner Contracting Company with the initial price proposal of $7,378,981. In October 2023, the board authorized to negotiate with the contracting company. The city staff and Kimley Horn reviewed the proposal and found the pricing bid tabulation to be inaccurate and incomplete in terms of errors in computation, discrepancies in pricing and quantities, and duplications/overlap. Based on the price analysis, the costs should have been reduced, but instead, the revised price proposal for the construction costs was almost doubled.

To determine if the contractor’s proposal is reasonable, we would need to attract two or more bidders that are competing independently for the award to ensure that pricing is fair and reasonable. Based on the previous submittals, it’s difficult to determine the base cost estimate for the construction of this project.

The city had an option to either go out for another Request for Proposal (RFP), which may end up getting the same results, cancel the project, or use an alternative procurement method of Construction Management at Risk (CMAR) process.

Due to the complexity of the work, limited space, and historical nature of the buildings in our downtown, CMAR delivery method is advantageous for project such as this. The advantages are that it increases the project speed by avoiding construction delays, minimizes impacts to downtown businesses and residents, controlled construction costs to not exceed the Guaranteed Maximum Price (GMP); opportunities for cost saving measures; and decisions can be made to modify the design to balance the budget, costs, and scope of the project.

A GMP sets a maximum price for a construction project, beyond which the contractor absorbs additional costs. This method vs lowest bid reduces the risk of price increases with change orders, delay related costs or other factors that could increase project costs at the end.

Funding Source:

CRA Budget FY 2025 - Downtown Undergrounding $6,000,000 and Seminole Streetscape $2,000,000.
Proposed Budget Amendment Resolution No. 03-2024.

Recommended Action:

Motion to approve Resolution No. 114-2024.

ATTACHMENTS:

1. R114-2024 - Amendment to CMAR Contract - Undergrounding and Seminole Streetscape
2. GMP Figures
3. Downtown Stuart GMP Schedule
4. Downtown Undergrounding Prespective - Before and Afters
5. Downtown Utility Hardening Perspective - Before and After
6. Downtown Undergrounding Boundary Map
7. CMAR Resolution & Presconstruction Contract

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 114-2024

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, APPROVING AN AMENDMENT TO THE CONSTRUCTION MANAGER-AT-RISK CONTRACT UNDER REQUEST FOR QUALIFICATIONS #2024-400, THE DOWNTOWN UNDERGROUNDING AND SEMINOLE STREETSCAPE PROJECT, IN ORDER TO AWARD THE CONSTRUCTION SERVICES PHASE TO BURKHARDT CONSTRUCTION, INC. FOR THE PRICE NOT TO EXCEED $8,756,347.76; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, the City of Stuart released the Downtown Undergrounding and Seminole Streetscape Project Request for Qualifications (RFQL) #2024-400 for a Construction Manager-at-Risk (CMAR) Contract; and

WHEREAS, CMAR is an alternate project delivery method embraced by both public and private section owners; and

WHEREAS, the CMAR Contract contains three phases, Part A, Pre-Construction Services Phase, Part B, Competitive Bidding Phase, and Part C, Construction Services Phase;

WHEREAS, pursuant to Resolution No. 55-2024, the City Commission awarded Part A, Preconstruction Services Phase, which included Part B, Competitive Bidding Phase, to Burkhardt Construction, Inc. in the amount not to exceed $67,800.00, however, this award did not guarantee an award of Part C Construction Services Phase to Burkhardt Construction, Inc.; and

WHEREAS, Burkhardt Construction, Inc. has provided the City of Stuart with a proposal for a Guaranteed Maximum Price for Part C Construction Services Phase of the CMAR Contract in an amount not to exceed Eight Million Seven Hundred Fifty-Six Thousand Three Hundred Forty-Seven Dollars and Seventy-Six Cents **($8,756,347.76)** subject to additions and deductions by change order as provided for in the Contract Documents**;** and

WHEREAS, costs which would exceed the GMP shall be paid by the Contractor without reimbursement by the City and the GMP includes the sum of Four Hundred Thousand Dollars ($400,000.00) as construction contingency which may be utilized for the purpose of defraying the expenses due to unforeseen circumstances relating to construction; and

WHEREAS, an amendment to the CMAR Contract for RFQL #2024-400 is necessary to award Part C Construction Services Phase of the CMAR Contract to Burkhardt Construction, Inc.; and

WHEREAS, the City Commission approves the award of the Construction Services Phase to Burkhardt Construction, Inc. for an amount not to exceed the GMP.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA that:

SECTION 1: The foregoing recitals are hereby by ratified, confirmed and incorporated herein.

SECTION 2: The City Commission of the City of Stuart hereby approves the award of Part C Construction Services Phase under the CMAR Contract for RFQL #2024-400, the Downtown Undergrounding and Seminole Street Project, to Burkhardt Construction, Inc., in an amount not to exceed the GMP, and authorizes the mayor to execute the amendment to the CMAR Contract, subsequent to drafting, review and approval by the City Attorney.

SECTION 3: If any resolution(s), or part of a resolution(s), is in conflict herewith, this Resolution shall control to the extent of the conflicting provision(s).

SECTION 4: The provisions of this Resolution are intended to be severable. If any part of this Resolution is determined to be void or is declared illegal, invalid, or unconstitutional by a Court of competent jurisdiction, the remainder of this Resolution shall remain in full force and effect.

SECTION 5: This resolution shall become effective immediately upon adoption.

Commissioner _____ offered the foregoing resolution and moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a roll call vote, the vote was as follows:

	YES	NO	ABSENT	ABSTAIN
CAMPBELL RICH, MAYOR				
EULA R. CLARKE, COMMISSIONER				
CHRISTOPHER COLLINS, COMMISSIONER				
LAURA GIOBBI, COMMISSIONER				
SEAN REED, COMMISSIONER				

ADOPTED this _____ day of _____, 2024.

ATTEST:

MARY KINDEL CITY CLERK	CAMPBELL RICH MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

LEE J. BAGGETT, ESQ
CITY ATTORNEY

City of Stuart

Phase 1 Undergrounding - Seminole Street
Phase 2 Undergrounding - Osceola Street
Seminole Streetscape

Guaranteed Maximum Price

Based on Bid Set Construction Documents
dated BCI Rec'd 6/13/2024

From: **Burkhardt Construction, Inc.**
Attn: Marc R. Kleisley
1400 Alabama Ave., Suite #20
West Palm Beach, FL 33401
Tel: (561) 659-1400
Fax: (561) 659-1402

Owner: **City of Stuart, Community Redevelopment Agency**
Attn: Pinal Gandhi-Savdas
121 SW Flagler Avenue
Stuart, FL 34994

Designer: Overhead Utility Underground Phase 1 – SW Seminole Street
Brannon & Gillespie, LLC
631 US Highway One, Suite 301
North Palm Beach, FL 33408

SW Osceola Street Undergrounding – Phase 2
Kimley-Horn
1920 Wekiva Way, Suite 200
West Palm Beach, FL 33411

Seminole Streetscape
Kimley-Horn
445 24th Street, Suite 200
Vero Beach, FL 32960

Plans: Overhead Utility Undergrounding Project Phase 1
by Brannon and Gillespie Dated BCI Received 6/13/24

Construction Plans for SW Osceola Street Undergrounding
by Kimley Horn Dated BCI Received 6/13/24

Seminole Street Roadway Improvements Bid Plans May 2023
By Kimley-Horn, Dated BCI Received 6/13/24

Location: Downtown Stuart
Seminole from St. Lucie to Colorado
Osceola from St. Lucie to Colorado
Flagler from St. Lucie to Colorado
Colorado from Ocean to Seminole
St. Lucie from Flagler to Seminole

Proposal Date: 10/4/2024 REVISED 10/14/24

Cost of Work (Direct Construction Costs)		$ 6,438,877.78
Phase 1 Undergrounding - Seminole	$ 1,116,738.83	
Phase 2 Undergrounding - Osceola	$ 3,301,244.82	
Seminole Streetscape	$ 2,020,894.13	
General Conditions		$ 735,622.00
Project Management Team		$ 970,940.00
Construction Manager Fee		$ 610,907.98
Exceptions & Clarifications		
Total Guaranteed Maximum Price		$ 8,756,347.76

BURKHARDT CONSTRUCTION, INC

City of Stuart

Phase 1 Undergrounding - Seminole Street

Direct Construction Costs

Prepared by Burkhardt Construction, Inc.

LEGEND FOR ABBREVIATIONS	
EA - Each	SF - Square Foot
E/D - Each Day	SY - Square Yard
DAY - Daily	TCY - Truck Cubic Yard
LS - Lump Sum	ALL - Allowance
ROL - Rolls	NIC - Not in Contract
LF - Linear Foot	

Item Description	Quantity	U/M	Unit Price	Amount	Labor	Equipment	Material	Subcontractor	General/Rental	Subtotal
MAINTENANCE OF TRAFFIC - INCLUDED IN FRANCHISE UTILITIES AND LOW VOLTAGE GENERAL REQUIREMENTS				$15,000.00						
MAINTENANCE OF TRAFFIC INCL FLAGMEN FOR FRANCHISE UTILITIES			INCLUDED IN FRANCHISE UTILITIES							
WINDOW CLEANING	1	LS	$12,500.00	$ 12,500.00				12500.00	BURKHARDT	12500.00
SPECIALTY SIGNAGE	1	LS	$2,500.00	$ 2,500.00				2500.00	BURKHARDT	2500.00
OFF DUTY POLICE OFFICERS			NOT INCLUDED							
LIGHT BANKS FOR NIGHT WORK			NOT INCLUDED							
DEMOLITION/CLEARING & GRUBBING -NIC										
			NOT INCLUDED							
STORM DRAINAGE - NIC										
			NOT INCLUDED							
WATER - NIC										
			NOT INCLUDED							
ELECTRICAL AND LIGHTING - NIC										
			NOT INCLUDED							
FRANCHISE UTILITIES AND LOW VOLTAGE				$951,738.83						
GENERAL REQUIREMENTS										
NPDES REPORTING	1	LS	$17,142.86	$ 17,142.86				17142.86	INFRATECH	17142.86
PERFORMANCE & PAYMENT BONDS	1	LS	$8,344.34	$ 8,344.34				8344.34	INFRATECH	8344.34
MAINTENANCE OF TRAFFIC INCL FLAGMEN	1	LS	$81,785.71	$ 81,785.71				81785.71	INFRATECH	81785.71
POTHOLING AND EXPLORATORY DIGGING	1	LS	$57,142.86	$ 57,142.86				57142.86	INFRATECH	57142.86
LOAD/HAUL/DISPOSE OF SURPLUS FILL/UNSUITABLE MATERIAL	1	LS	$31,900.00	$ 31,900.00				31900.00	INFRATECH	31900.00
PERMANENT SIDEWALK TRENCH / BORE PIT / HANDHOLE RESTORATION W/ SUITABLE BACKFILL MATERIAL	1	LS	$76,928.57	$ 76,928.57				76928.57	INFRATECH	76928.57
PERMANENT ROADWAY TRENCH / BORE PIT / HANDHOLE RESTORATION W/ SUITABLE BACKFILL MATERIAL	1	LS	$38,035.71	$ 38,035.71				38035.71	INFRATECH	38035.71
AS-BUILT DRAWINGS	1	LS	$33,133.33	$ 33,133.33				33133.33	INFRATECH	33133.33
DEWATERING AS REQUIRED FOR UNDERGROUNDING WORK	1	LS	$42,857.14	$ 42,857.14				42857.14	INFRATECH	42857.14
PRE-CONSTRUCTION TV'ING OF SANITARY SEWER	1120	LF	$4.00	$ 4,480.00				4480.00	BURKHARDT	4480.00
POST-CONSTRUCTION TV'ING OF SANITARY SEWER	1120	LF	$4.00	$ 4,480.00				4480.00	BURKHARDT	4480.00
ALLOWANCE FOR BUILDING REPAIRS	1	ALL.	$10,000.00	$ 10,000.00				10000.00	ALLOWANCE	10000.00
ALLOWANCE FOR PAINTING CONDUITS FOR BUILDINGS	1	ALL.	$10,000.00	$ 10,000.00				10000.00	ALLOWANCE	10000.00
ALLOWANCE FOR LANDSCAPE MODIFICATIONS AROUND TRANSFORMERS	1	ALL.	$10,000.00	$ 10,000.00				10000.00	ALLOWANCE	10000.00
ALLOWANCE FOR FLOWABLE FILL	1	ALL.	$10,000.00	$ 10,000.00				10000.00	ALLOWANCE	10000.00
FPL										
INSTALL FPL FURNISHED FNC	185	LF	$31.96	$ 5,913.39				5913.39	INFRATECH	5913.39
INSTALL FPL FURNISHED 3PN3C	1373	LF	$44.50	$ 61,098.50				61098.50	INFRATECH	61098.50
INSTALL FPL FURNISHED 2PN2C	70	LF	$20.14	$ 1,410.00				1410.00	INFRATECH	1410.00
INSTALL FPL FURNISHED 1PN1C	70	LF	$15.79	$ 1,105.00				1105.00	INFRATECH	1105.00
INSTALL FPL FURNISHED 2-5SEC	163	LF	$43.14	$ 7,032.29				7032.29	INFRATECH	7032.29
INSTALL FPL FURNISHED 2-2SEC	248	LF	$20.14	$ 4,995.43				4995.43	INFRATECH	4995.43
INSTALL FPL FURNISHED 1-2SEC	252	LF	$15.79	$ 3,978.00				3978.00	INFRATECH	3978.00
INSTALL FPL FURNISHED 2-4/0TPX	50	LF	$20.14	$ 1,007.14				1007.14	INFRATECH	1007.14
INSTALL FPL FURNISHED 1-4/0TPX	22	LF	$15.79	$ 347.29				347.29	INFRATECH	347.29
INSTALL FPL FURNISHED OPEN DELTA TRANSFORMERS / PADS; INCLUDING GROUND RODS AND ALL CONNECTIONS	4	EA	$1,720.83	$ 6,883.31				6883.31	INFRATECH	6883.31
INSTALL FPL FURNISHED SINGLE PHASE TRANSFORMERS / PADS; INCLUDING GROUND RODS AND ALL CONNECTIONS	2	EA	$860.41	$ 1,720.83				1720.83	INFRATECH	1720.83
INSTALL FPL FURNISHED PRIMARY SPLICE BOXES; INCL. ALL NECESSARY CONNECTIONS AND TIE-INS	1	EA	$1,173.61	$ 1,173.61				1173.61	INFRATECH	1173.61
LOOP PROPOSED UNDERGROUND FEEDER TERMINAL INTO EXISTING FEEDER SPLICE BOX	1	EA	$3,441.64	$ 3,441.64				3441.64	INFRATECH	3441.64
CONNECT 3PNC3C INTO EXISTING 3-PHASE TRANSFORMER	4	EA	$860.41	$ 3,441.65				3441.65	INFRATECH	3441.65
INSTALL PRIMARY RISER AT MAKE READY POLE	1	EA	$1,720.83	$ 1,720.83				1720.83	INFRATECH	1720.83
INSTALL FEEDER RISER AT MAKE READY POLE	1	EA	$2,868.04	$ 2,868.04				2868.04	INFRATECH	2868.04
OVERHEAD FUSE	2	EA	$430.21	$ 860.43				860.43	INFRATECH	860.43
INSTALL FPL FURNISHED SECONDARY SPLICE BOXES; INCL. ALL NECESSARY CONNECTIONS AND TIE-INS	10	EA	$899.30	$ 8,993.03				8993.03	INFRATECH	8993.03
INTERCEPT EXISTING SECONDARY AND LOOP IT INTO PROPOSED HANDHOLES	2	EA	$663.24	$ 1,326.48				1326.48	INFRATECH	1326.48
OVERHEAD TO UNDERGROUND CONVERSIONS	1	LS	$14,818.17	$ 14,818.17				14818.17	INFRATECH	14818.17
ALLOWANCE FOR DISCONNECTS FOR 27 OSCEOLA	1	ALL.	$40,000.00	$ 40,000.00				40000.00	ALLOWANCE	40000.00
ALLOWANCE FOR PRIVATE SIDE METER CAN REPLACEMENT	1	ALL.	$10,000.00	$ 10,000.00				10000.00	ALLOWANCE	10000.00
ALLOWANCE FOR RESTORATION AFTER FPL POLES ARE PULLED	1	ALL.	$10,000.00	$ 10,000.00				10000.00	ALLOWANCE	10000.00
ALLOWANCE FOR ADDITIONAL WORK FOR FP&L VAULT TIE-INS - INCLUDED IN PHASE 2			NOT INCLUDED							
POLE & OVERHEAD WIRE REMOVAL/DISPOSAL COMPLETE			BY OTHERS							

BURKHARDT CONSTRUCTION, INC.

Item Description	Quantity	U/M	Unit Price	Amount	Labor	Equipment	Material	Subcontractor	General/Rental	Subtotal
ATT										
FURNISH AND INSTALL 2-4"ATT CONDUITS	64	LF	$33.15	$ 2,121.87				2121.87	INFRATECH	2121.87
FURNISH AND INSTALL 1-4"-ATT CONDUITS	530	LF	$20.86	$ 11,057.31				11057.31	INFRATECH	11057.31
FURNISH AND INSTALL 2.5'X3'X4' ATT HANDHOLES (LABELED "AT&T")	9	EA	$1,516.44	$ 13,647.99				13647.99	INFRATECH	13647.99
CONNECT EXISTING CONDUITS INTO PROPOSED ATT HANDHOLES	3	EA	$357.14	$ 1,071.43				1071.43	INFRATECH	1071.43
FURNISH AND INSTALL ATT PEDESTALS / WIRE / SPLICING			BY OTHERS							
ATT ENGINEERING & INSTALLATION FEES			BY OTHERS							
COMCAST										
INSTALL COMCAST FURNISHED VAULTS/HANDHOLES	12	EA	$457.14	$ 5,485.71				5485.71	INFRATECH	5485.71
CONNECT EXISTING CONDUITS INTO PROPOSED COMCAST VAULTS	2	EA	$357.14	$ 714.29				714.29	INFRATECH	714.29
FURNISH AND INSTALL 4-3" COMCAST CONDUITS (CONDUITS TO BE ORANGE OR HAVE ORANGE STRIPE)	42	LF	$54.26	$ 2,279.10				2279.10	INFRATECH	2279.10
FURNISH AND INSTALL 3-3" COMCAST CONDUITS (CONDUITS TO BE ORANGE OR HAVE ORANGE STRIPE)	210	LF	$48.55	$ 10,195.50				10195.50	INFRATECH	10195.50
FURNISH AND INSTALL 2-3" COMCAST CONDUITS (CONDUITS TO BE ORANGE OR HAVE ORANGE STRIPE)	708	LF	$31.41	$ 22,241.31				22241.31	INFRATECH	22241.31
FURNISH AND INSTALL 1-3" COMCAST CONDUITS (CONDUITS TO BE ORANGE OR HAVE ORANGE STRIPE)	75	LF	$19.99	$ 1,499.46				1499.46	INFRATECH	1499.46
FURNISH AND INSTALL 2-2" COMCAST CONDUITS (CONDUITS TO BE ORANGE OR HAVE ORANGE STRIPE)	48	LF	$19.00	$ 912.14				912.14	INFRATECH	912.14
FURNISH AND INSTALL 1-2" COMCAST CONDUITS (CONDUITS TO BE ORANGE OR HAVE ORANGE STRIPE)	128	LF	$15.22	$ 1,947.61				1947.61	INFRATECH	1947.61
FURNISH AND INSTALL COMCAST VHUB			BY OTHERS							
FURNISH AND INSTALL COMCAST POWER SUPPLY			BY OTHERS							
FURNISH AND INSTALL COMCAST LCP			BY OTHERS							
FURNISH AND INSTALL COMCAST PEDESTALS / CABLE / SPLICING			BY OTHERS							
COMCAST ENGINEERING & INSTALLATION FEES			BY OTHERS							
CROWN CASTLE - NIC			NOT INCLUDED							
HOTWIRE - NIC			NOT INCLUDED							
PRIVATE SIDE SERVICES										
F&I PRIVATE SIDE SERVICES INCL. ALL NECESSARY RESTORATION	1	LS	$248,199.51	$ 248,199.51				248199.51	INFRATECH	248199.51
EARTHWORK AND GRADING - NIC			**NOT INCLUDED**							
SUBGRADE AND BASE CONSTRUCTION - NIC			**NOT INCLUDED**							
ASPHALT - NIC			**NOT INCLUDED**							
CONCRETE CONSTRUCTION - NIC			**NOT INCLUDED**							
PAVER AREA CONSTRUCTION - NIC			**NOT INCLUDED**							
STRIPING AND SIGNAGE - NIC			**NOT INCLUDED**							
FURNISHINGS - NIC			**NOT INCLUDED**							
LANDSCAPING - NIC			**NOT INCLUDED**							
IRRIGATION - NIC			**NOT INCLUDED**							
CONSTRUCTION CONTINGENCY				$150,000.00				150000		150000
					Labor	Equipment	Material	Subcontractor	General/Rental	Subtotal
					0	0	0	1116738.83	0	1116738.83

PHASE 1 UNDERGROUNDING - SEMINOLE STREET DIRECT CONSTRUCTION COSTS **$1,116,738.83**

BURKHARDT CONSTRUCTION, INC.

City of Stuart

Phase 2 Undergrounding - Osceola Street

Direct Construction Costs

Prepared by Burkhardt Construction, Inc.

LEGEND FOR ABBREVIATIONS

EA - Each	SF - Square Foot
E/D - Each Day	SY - Square Yard
DAY - Daily	TCY - Truck Cubic Yard
LS - Lump Sum	ALL - Allowance
ROL - Rolls	NIC - Not In Contract
LF - Lineal Foot	

Item Description	Quantity	U/M	Unit Price	Amount	Labor	Equipment	Material	Subcontractor	General/Rental	Subtotal
MAINTENANCE OF TRAFFIC - INCLUDED IN FRANCHISE UTILITIES AND LOW VOLTAGE GENERAL REQUIREMENTS				$185,246.52						
MAINTENANCE OF TRAFFIC INCL FLAGMEN FOR FRANCHISE UTILITIES				INCLUDED IN FRANCHISE UTILITIES						
MAINTENANCE OF TRAFFIC FOR SITEWORK AND ASPHALT PAVING	1	LS	$156,000.00	$ 156,000.00				156000.00 BIG D PAVING		156000.00
WINDOW CLEANING	1	LS	$20,000.00	$ 20,000.00				20000.00 BURKHARDT		20000.00
LIGHT BANKS FOR NIGHT WORK	1	LS	$6,746.52	$ 6,746.52				6746.52 BURKHARDT		6746.52
SPECIALTY SIGNAGE	1	LS	$2,500.00	$ 2,500.00				2500.00 BURKHARDT		2500.00
OFF DUTY POLICE OFFICERS				NOT INCLUDED						
DEMOLITION/CLEARING & GRUBBING				$76,040.25						
NPDES REPORTING	1	LS	$24,000.00	$ 24,000.00				24000.00 BIG D PAVING		24000.00
SAWCUT CONCRETE	80	LF	$20.00	$ 1,600.00				1600.00 BIG D PAVING		1600.00
SAWCUT ASPHALT	600	LF	$5.00	$ 3,000.00				3000.00 BIG D PAVING		3000.00
REMOVE/DISPOSE CONCRETE CURB	600	LF	$10.00	$ 6,000.00				6000.00 BIG D PAVING		6000.00
REMOVE/DISPOSE CONCRETE PAVEMENT AND ROAD BASE	150	SF	$10.00	$ 1,500.00				1500.00 BIG D PAVING		1500.00
REMOVE/DISPOSE ASPHALT PAVEMENT AND ROAD BASE	1200	SF	$4.00	$ 4,800.00				4800.00 BIG D PAVING		4800.00
REMOVE/DISPOSE CONCRETE DRIVEWAY	250	SF	$10.00	$ 2,500.00				2500.00 BIG D PAVING		2500.00
REMOVE/DISPOSE CONCRETE SIDEWALK	3000	SF	$6.00	$ 18,000.00				18000.00 BIG D PAVING		18000.00
REMOVE/DISPOSE EXISTING STREET SIGNAGE	3	EA	$500.00	$ 1,500.00				1500.00 BIG D PAVING		1500.00
FINAL CONSTRUCTION CLEAN	1	LS	$13,140.25	$ 13,140.25	7493.75	4596.5			1050	13140.25
STORM DRAINAGE - NIC				NOT INCLUDED						
WATER - NIC				NOT INCLUDED						
ELECTRICAL AND LIGHTING				$89,971.29						
F&I 1-2" CONDUITS WITH 5-#10 AWG WIRE FOR STREETLIGHTING	350	LF	$18.20	$ 6,550.46				6550.46 INFRATECH		6550.46
F&I NEW 13"X24" PULL BOXES FOR LIGHT POLES AND LOAD CENTERS	6	EA	$843.47	$ 5,060.79				5060.79 INFRATECH		5060.79
F&I STERNBERG OLD TOWN LED STREET LIGHT PER PLANS AND SPECS, INCL BREAKAWAY FUSES	8	EA	$6,880.48	$ 55,043.84				55043.84 INFRATECH		55043.84
INTERCEPT EXISTING STREET LIGHT CIRCUIT CONDUIT AND WIRES AND CONNECT INTO EXISTING CIRCUIT	5	EA	$442.16	$ 2,210.80				2210.80 INFRATECH		2210.80
INTERCEPT EXISTING STREET LIGHT AND RECEPTACLE CIRCUIT CONDUIT AND WIRES AND CONNECT INTO EXISTING CIRCUIT	1	EA	$442.16	$ 442.16				442.16 INFRATECH		442.16
CONNECT NEW STREET LIGHT TO EXISTING STREET LIGHT CIRCUIT & RECEPTACLE CIRCUIT IN LOAD CENTER B	1	LS	$663.24	$ 663.24				663.24 INFRATECH		663.24
ALLOWANCE FOR CONDUIT/WIRE BACK TO LOAD CENTER	1	ALL.	$20,000.00	$ 20,000.00				20000.00 ALLOWANCE		20000.00
FRANCHISE UTILITIES AND LOW VOLTAGE				$2,044,054.71						
GENERAL REQUIREMENTS										
NPDES REPORTING	1	LS	$16,666.67	$ 16,666.67				16666.67 INFRATECH		16666.67
PERFORMANCE & PAYMENT BONDS	1	LS	$19,807.90	$ 19,807.90				19807.90 INFRATECH		19807.90
MAINTENANCE OF TRAFFIC INCL FLAGMEN	1	LS	$122,085.71	$ 122,085.71				122085.71 INFRATECH		122085.71
POTHOLING AND EXPLORATORY DIGGING	1	LS	$39,285.71	$ 39,285.71				39285.71 INFRATECH		39285.71
REMOVE 6" ABANDONED WATER MAIN UNDER TRANSFORMER AS REQUIRED FOR INSTALLATION - GROUT PLUG OPEN PIPE ENDS.	1	LS	$8,000.00	$ 8,000.00				8000.00 INFRATECH		8000.00
LOAD/HAUL/DISPOSE OF SURPLUS FILL/UNSUITABLE MATERIAL	1	LS	$59,700.00	$ 59,700.00				59700.00 INFRATECH		59700.00
PERMANENT SIDEWALK TRENCH / BORE PIT / HANDHOLE RESTORATION W/ SUITABLE BACKFILL MATERIAL	1	LS	$76,928.57	$ 76,928.57				76928.57 INFRATECH		76928.57
PERMANENT ROADWAY TRENCH / BORE PIT / HANDHOLE RESTORATION W/ SUITABLE BACKFILL MATERIAL	1	LS	$76,578.57	$ 76,578.57				76578.57 INFRATECH		76578.57
AS-BUILT DRAWINGS	1	LS	$38,444.44	$ 38,444.44				38444.44 INFRATECH		38444.44
DEWATERING AS REQUIRED FOR YOUR WORK	1	LS	$91,111.11	$ 91,111.11				91111.11 INFRATECH		91111.11
PRE-CONSTRUCTION TV'ING OF SANITARY SEWER	2450	LF	$4.00	$ 9,800.00				9800.00 BURKHARDT		9800.00
POST-CONSTRUCTION TV'ING OF SANITARY SEWER	2450	LF	$4.00	$ 9,800.00				9800.00 BURKHARDT		9800.00
ALLOWANCE FOR BUILDING REPAIRS	1	ALL.	$15,000.00	$ 15,000.00				15000.00 ALLOWANCE		15000.00
ALLOWANCE FOR PAINTING CONDUITS FOR BUILDINGS	1	ALL.	$15,000.00	$ 15,000.00				15000.00 ALLOWANCE		15000.00
ALLOWANCE FOR LANDSCAPE MODIFICATIONS AROUND TRANSFORMERS	1	ALL.	$15,000.00	$ 15,000.00				15000.00 ALLOWANCE		15000.00
ALLOWANCE FOR FLOWABLE FILL	1	ALL.	$10,000.00	$ 10,000.00				10000.00 ALLOWANCE		10000.00

BURKHARDT CONSTRUCTION, INC.

Item Description	Quantity	U/M	Unit Price	Amount	Labor	Equipment	Material	Subcontractor	General/Rental	Subtotal
FPL										
INSTALL FPL FURNISHED FNC	1507	LF	$25.71	$ 38,751.43				38751.43	INFRATECH	38751.43
INSTALL FPL FURNISHED 7PN7C	20	LF	$285.71	$ 5,714.29				5714.29	INFRATECH	5714.29
INSTALL FPL FURNISHED 6PN6C	460	LF	$285.71	$ 131,428.57				131428.57	INFRATECH	131428.57
INSTALL FPL FURNISHED 5PN5C	42	LF	$228.57	$ 9,600.00				9600.00	INFRATECH	9600.00
INSTALL FPL FURNISHED 4PN4C	571	LF	$54.29	$ 30,997.14				30997.14	INFRATECH	30997.14
INSTALL FPL FURNISHED 3PN3C	1192	LF	$40.00	$ 47,680.00				47680.00	INFRATECH	47680.00
INSTALL FPL FURNISHED 2PN2C	380	LF	$17.14	$ 6,514.29				6514.29	INFRATECH	6514.29
INSTALL FPL FURNISHED 1PN1C	86	LF	$14.29	$ 1,228.57				1228.57	INFRATECH	1228.57
INSTALL FPL FURNISHED 1-4SEC	279	LF	$17.14	$ 4,782.86				4782.86	INFRATECH	4782.86
INSTALL FPL FURNISHED 1-3SEC	80	LF	$17.14	$ 1,371.43				1371.43	INFRATECH	1371.43
INSTALL FPL FURNISHED 1-2SEC	695	LF	$14.29	$ 9,928.57				9928.57	INFRATECH	9928.57
INSTALL FPL FURNISHED 1-1SEC	625	LF	$14.29	$ 8,928.57				8928.57	INFRATECH	8928.57
INSTALL FPL FURNISHED OPEN DELTA TRANSFORMERS / PADS; INCLUDING GROUND RODS AND ALL CONNECTIONS	5	EA	$1,720.83	$ 8,604.15				8604.15	INFRATECH	8604.15
INSTALL FPL FURNISHED SINGLE PHASE TRANSFORMERS / PADS; INCLUDING GROUND RODS AND ALL CONNECTIONS	1	EA	$860.42	$ 860.42				860.42	INFRATECH	860.42
INSTALL FPL FURNISHED THREE PHASE TRANSFORMERS / PADS; INCLUDING GROUND RODS AND ALL CONNECTIONS	1	EA	$1,720.83	$ 1,720.83				1720.83	INFRATECH	1720.83
INSTALL FPL FURNISHED PRIMARY SPLICE BOXES; INCL. ALL NECESSARY CONNECTIONS AND TIE-INS	1	EA	$1,173.62	$ 1,173.62				1173.62	INFRATECH	1173.62
INSTALL FPL FURNISHED FEEDER SPLICE BOXES; INCL. ALL NECESSARY CONNECTIONS AND TIE-INS	1	EA	$2,963.64	$ 2,963.64				2963.64	INFRATECH	2963.64
CONNECT 2PNC2C INTO EXISTING FROM PHASE 1 PROJECT	1	EA	$860.42	$ 860.42				860.42	INFRATECH	860.42
CONNECT C PHASE INTO EXISTING 1PN1C FROM PHASE 1 PROJECT	1	EA	$860.42	$ 860.42				860.42	INFRATECH	860.42
CONNECT CSEC TO EXISTING PHASE 1 TRANSFORMER	1	EA	$860.42	$ 860.42				860.42	INFRATECH	860.42
INSTALL PRIMARY RISER AT MAKE READY POLE INCLUDING COORDINATION WITH FPL FOR LOCATION	5	EA	$1,720.83	$ 8,604.15				8604.15	INFRATECH	8604.15
INSTALL FEEDER RISER AT MAKE READY POLE INCLUDING COORDINATION WITH FPL FOR LOCATION	2	EA	$2,868.04	$ 5,736.08				5736.08	INFRATECH	5736.08
OVERHEAD FUSE	2	EA	$430.22	$ 860.44				860.44	INFRATECH	860.44
INSTALL FPL FURNISHED SECONDARY SPLICE BOXES; INCL. ALL NECESSARY CONNECTIONS AND TIE-INS	18	EA	$899.30	$ 16,187.45				16187.45	INFRATECH	16187.45
INTERCEPT EXISTING SECONDARY AND LOOP IT INTO PROPOSED HANDHOLES	2	EA	$663.24	$ 1,326.48				1326.48	INFRATECH	1326.48
OVERHEAD TO UNDERGROUND CONVERSIONS	1	LS	$20,745.44	$ 20,745.44				20745.44	INFRATECH	20745.44
ALLOWANCE FOR PRIVATE SIDE METER CAN REPLACEMENT	1	ALL.	$10,000.00	$ 10,000.00				10000.00	ALLOWANCE	10000.00
ALLOWANCE FOR ADDITIONAL WORK FOR FP&L VAULT TIE-INS	1	ALL.	$20,000.00	$ 20,000.00				20000.00	ALLOWANCE	20000.00
ALLOWANCE FOR RESTORATION AFTER FPL POLES ARE PULLED	1	ALL.	$10,000.00	$ 10,000.00				10000.00	ALLOWANCE	10000.00
POLE & OVERHEAD WIRE REMOVAL/DISPOSAL COMPLETE			**BY OTHERS**							
ATT										
FURNISH AND INSTALL 2-4" ATT-M CONDUITS	681	LF	$33.08	$ 22,530.40				22530.40	INFRATECH	22530.40
FURNISH AND INSTALL 4-2" ATT -S CONDUITS	16	LF	$32.26	$ 516.18				516.18	INFRATECH	516.18
FURNISH AND INSTALL 2-2" ATT -S CONDUITS	74	LF	$18.99	$ 1,405.47				1405.47	INFRATECH	1405.47
FURNISH AND INSTALL 1-2" ATT -S CONDUITS	220	LF	$15.22	$ 3,347.46				3347.46	INFRATECH	3347.46
FURNISH AND INSTALL 2.5'X3'X4' ATT HANDHOLES (LABELED "AT&T")	8	EA	$1,506.54	$ 12,052.34				12052.34	INFRATECH	12052.34
CONNECT EXISTING CONDUITS INTO PROPOSED ATT HANDHOLES	2	EA	$357.14	$ 714.29				714.29	INFRATECH	714.29
INTERCEPT EXISTING SERVICE TO BUILDING AT ATT TERMINATION POINT	1	EA	$357.14	$ 357.14				357.14	INFRATECH	357.14
FURNISH AND INSTALL ATT PEDESTALS / WIRE / SPLICING			**BY OTHERS**							
ATT ENGINEERING & INSTALLATION FEES			**BY OTHERS**							
COMCAST										
INSTALL COMCAST FURNISHED VAULTS/HANDHOLES	8	EA	$457.14	$ 3,657.14				3657.14	INFRATECH	3657.14
CONNECT EXISTING CONDUITS INTO PROPOSED COMCAST VAULTS	1	EA	$357.14	$ 357.14				357.14	INFRATECH	357.14
STUB UP COMCAST CONDUITS AT POLE LOCATION FOR COMCAST RISER UP POLE	1	EA	$128.57	$ 128.57				128.57	INFRATECH	128.57
FURNISH AND INSTALL 6-2" COMCAST-M CONDUITS (CONDUITS TO BE ORANGE OR HAVE ORANGE STRIPE)	10	LF	$51.24	$ 512.44				512.44	INFRATECH	512.44
FURNISH AND INSTALL 4-2" COMCAST-M CONDUITS (CONDUITS TO BE ORANGE OR HAVE ORANGE STRIPE)	90	LF	$32.26	$ 2,903.53				2903.53	INFRATECH	2903.53
FURNISH AND INSTALL 2-2" COMCAST-M CONDUITS (CONDUITS TO BE ORANGE OR HAVE ORANGE STRIPE)	2162	LF	$18.99	$ 41,062.56				41062.56	INFRATECH	41062.56
FURNISH AND INSTALL 3-2" COMCAST-S CONDUITS (CONDUITS TO BE ORANGE OR HAVE ORANGE STRIPE)	26	LF	$25.63	$ 666.31				666.31	INFRATECH	666.31
FURNISH AND INSTALL 2-2" COMCAST-S CONDUITS (CONDUITS TO BE ORANGE OR HAVE ORANGE STRIPE)	24	LF	$18.99	$ 455.83				455.83	INFRATECH	455.83
FURNISH AND INSTALL 1-2" COMCAST-S CONDUITS (CONDUITS TO BE ORANGE OR HAVE ORANGE STRIPE)	585	LF	$15.22	$ 8,901.19				8901.19	INFRATECH	8901.19
FURNISH AND INSTALL COMCAST VHUB			**BY OTHERS**							
FURNISH AND INSTALL COMCAST POWER SUPPLY			**BY OTHERS**							
FURNISH AND INSTALL COMCAST LCP			**BY OTHERS**							
FURNISH AND INSTALL COMCAST PEDESTALS / CABLE / SPLICING			**BY OTHERS**							
COMCAST ENGINEERING & INSTALLATION FEES			**BY OTHERS**							
CROWN CASTLE - NIC			**NOT INCLUDED**							
HOTWIRE - NIC			**NOT INCLUDED**							
PRIVATE SIDE SERVICES										
F&I PRIVATE SIDE SERVICES INCL. ALL NECESSARY RESTORATION	1	LS	$912,988.35	$ 912,988.35				912988.35	INFRATECH	912988.35
				$95,250.00						
EARTHWORK AND GRADING										
EXCAVATE GRADE/COMPACT CURBS	1800	SF	$10.00	$ 18,000.00				18000.00	BIG D PAVING	18000.00
EXCAVATE/GRADE/COMPACT DRIVEWAYS	150	SF	$10.00	$ 1,500.00				1500.00	BIG D PAVING	1500.00
EXCAVATE/GRADE COMPACT SIDEWALKS	3000	SF	$10.00	$ 30,000.00				30000.00	BIG D PAVING	30000.00
12" COMPACTED SUBGRADE	4950	SF	$5.00	$ 24,750.00				24750.00	BIG D PAVING	24750.00
6" BASE ROCK CURB PAD	1800	SF	$10.00	$ 18,000.00				18000.00	BIG D PAVING	18000.00
6" BASE ROCK DRIVEWAYS	150	SF	$20.00	$ 3,000.00				3000.00	BIG D PAVING	3000.00

BURKHARDT CONSTRUCTION INC.

Item Description	Quantity	U/M	Unit Price	Amount	Labor	Equipment	Material	Subcontractor	General/Rental	Subtotal
CONCRETE CONSTRUCTION				$98,350.00						
CONCRETE TYPE B MODIFIED CURB	300	LF	$35.00	$ 10,500.00				10500.00 BIG D PAVING		10500.00
CONCRETE TYPE F CURB	240	LF	$50.00	$ 12,000.00				12000.00 BIG D PAVING		12000.00
CONCRETE TYPE D CURB	60	LF	$35.00	$ 2,100.00				2100.00 BIG D PAVING		2100.00
FLOWABLE FILL BETWEEN CURB AND ASPHALT	600	LF	$25.00	$ 15,000.00				15000.00 BIG D PAVING		15000.00
6" CONCRETE PAVEMENT PER DET. R-42 ON DWG C8.10	250	SF	$15.00	$ 3,750.00				3750.00 BIG D PAVING		3750.00
4" CONCRETE SIDEWALK	3000	SF	$10.00	$ 30,000.00				30000.00 BIG D PAVING		30000.00
ALLOWANCE TO STAIN ALL SIDEWALKS AND CURB WITHIN OSCEOLA	1	ALL	$25,000.00	$ 25,000.00				25000.00 ALLOWANCE		25000.00
ASPHALT				$485,677.25						
MILLING AND RESURFACING OF EXISTING ASPHALT AREAS - 1" AVERAGE SP-9.5 TRAFFIC LEVEL C - INCLUDES TRACKLESS TACK	14500	SY	$25.00	$ 362,500.00				362500.00 BIG D PAVING		362500.00
ASPHALT PATCH 2" AVERAGE SP-9.5 TRAFFIC LEVEL C - INCLUDE PRIME/TACK	134	SY	$150.00	$ 20,100.00				20100.00 BIG D PAVING		20100.00
CROSSWALKS - PAVEWAY STS - PATTERNED/TEXTURED PAVEMENT - FDOT APL NO. 523-000-003	1	LS	$95,577.25	$ 95,577.25				95577.25 PAVEWAY SYSTEMS		95577.25
ALLOWANCE TO GRIND OFF EXISTING CROSSWALK TEXTURED PAVEMENT	1	ALL	$7,500.00	$ 7,500.00				7500.00 ALLOWANCE		7500.00
PAVER AREA CONSTRUCTION - NIC			NOT INCLUDED							
STRIPING AND SIGNAGE				$76,654.80						
REMOVE AND CONCRETE CAR STOPS INCLUDING STENCIL ON NEW CAR STOPS	80	EA	$85.00	$ 6,800.00				6800.00 FINE LINE		6800.00
TEMP STRIPING AFTER MILLING	1	LS	$12,800.00	$ 12,800.00				12800.00 FINE LINE		12800.00
TEMP TO PERM STRIPING	1	LS	$12,800.00	$ 12,800.00				12800.00 FINE LINE		12800.00
6" DOUBLE YELLOW - THERMO	500	LF	$2.45	$ 1,225.00				1225.00 FINE LINE		1225.00
6" SKIP YELLOW - THERMO	40	LF	$1.23	$ 49.20				49.20 FINE LINE		49.20
6" WHITE PARKING STALL - THERMO	5200	LF	$1.35	$ 7,020.00				7020.00 FINE LINE		7020.00
6" WHITE DIAGONAL / CHEVRON - THERMO	700	LF	$1.22	$ 854.00				854.00 FINE LINE		854.00
12" WHITE X-WALK - THERMO	800	LF	$2.70	$ 2,160.00				2160.00 FINE LINE		2160.00
24" WHITE STOP BAR - THERMO	250	LF	$7.50	$ 1,875.00				1875.00 FINE LINE		1875.00
24" SKIP WHITE STOP BAR - THERMO	10	LF	$7.50	$ 75.00				75.00 FINE LINE		75.00
WHITE DIRECTIONAL ARROW - PREFORMED THERMO	8	EA	$295.00	$ 2,360.00				2360.00 FINE LINE		2360.00
WHITE DIRECTIONAL DOUBLE ARROW - PREFORMED THERMO	6	EA	$410.00	$ 2,460.00				2460.00 FINE LINE		2460.00
WHITE ISOSCELES TRIANGLES - PREFORMED THERMO	6	EA	$55.00	$ 330.00				330.00 FINE LINE		330.00
RAILWAY XING SYMBOL PVMNT MARKING - PREFORMED THERMO	4	EA	$965.00	$ 3,860.00				3860.00 FINE LINE		3860.00
WHITE PAVEMENT MARKING SPELLED "LOADING ZONE" - PREFORMED THERMO	4	EA	$625.00	$ 2,500.00				2500.00 FINE LINE		2500.00
WHITE PVMNT MARKING SPELLED "ONLY" - PREFORMED THERMO	4	EA	$625.00	$ 2,500.00				2500.00 FINE LINE		2500.00
6" BLUE ADA PARKING STALL - THERMO	360	LF	$1.80	$ 648.00				648.00 FINE LINE		648.00
ADA SYMBOL PAVEMENT MARKING - PREFORMED THERMO	10	EA	$165.00	$ 1,650.00				1650.00 FINE LINE		1650.00
BLUE RPM'S AT FIRE HYDRANTS	6	EA	$16.00	$ 96.00				96.00 FINE LINE		96.00
WHITE REFLECTIVE PAVEMENT MARKERS - TRANSFORMERS	6	EA	$5.85	$ 35.10				35.10 FINE LINE		35.10
YELLOW REFLECTIVE PAVEMENT MARKER - DOUBLE YELLOW	50	EA	$5.85	$ 292.50				292.50 FINE LINE		292.50
RELOCATE EXISTING STREET SIGNAGE	3	EA	$910.00	$ 2,730.00				2730.00 FINE LINE		2730.00
NEW STREET SIGNAGE ASSEMBLY	3	EA	$845.00	$ 2,535.00				2535.00 FINE LINE		2535.00
ALLOWANCE FOR DECORATIVE STREET SIGNAGE	6	EA	$1,500.00	$ 9,000.00				9000.00 ALLOWANCE		9000.00
FURNISHINGS - NIC			NOT INCLUDED							
LANDSCAPING - NIC			NOT INCLUDED							
IRRIGATION - NIC			NOT INCLUDED							
CONSTRUCTION CONTINGENCY				$150,000.00				150000		150000
					Labor	Equipment	Material	Subcontractor	General/Rental	Subtotal
PHASE 2 UNDERGROUNDING - OSCEOLA STREET DIRECT CONSTRUCTION COSTS				**$3,301,244.82**	7493.75	4596.5	0	3288104.57	1050	3301244.82

BURKHARDT CONSTRUCTION, INC

City of Stuart

Seminole Streetscape

Direct Construction Costs

Prepared by Burkhardt Construction, Inc.

LEGEND FOR ABBREVIATIONS

EA - Each	SF - Square Foot
E/D - Each Day	SY - Square Yard
DAY - Daily	TCY - Truck Cubic Yard
LS - Lump Sum	ALL - Allowance
ROL - Rolls	
LF - Linear Foot	

Item Description	Quantity	U/M	Unit Price	Amount	Labor	Equipment	Material	Subcontractor	General/Rental	Subtotal
MAINTENANCE OF TRAFFIC - INCLUDED IN FRANCHISE UTILITIES AND LOW VOLTAGE GENERAL REQUIREMENTS				$222,944.57						
MOT PLAN	5	EA	$321.00	$ 1,605.00				1605		1605
WORK ZONE SIGNS/NO TRESPASSING SIGNS	9000	E/D	$0.30	$ 2,700.00				2700		2700
BARRICADE TEMP. TYPE I, II, VP & DRUM	9000	E/D	$0.20	$ 1,800.00				1800		1800
BARRICADE TEMP. TYPE III, 6'	1800	E/D	$0.30	$ 540.00				540		540
ADVANCE WARNING ARROW PANEL	60	E/D	$12.00	$ 720.00				720		720
CONES	9000	E/D	$0.30	$ 2,700.00				2700		2700
STEADY BURN &/OR FLASHING LIGHTS	1800	E/D	$0.35	$ 630.00				630		630
HI INTENSITY FLASHING LIGHT, TEMP. TYPE "B"	1800	LS	$0.35	$ 630.00				630		630
VARIABLE MESSAGE BOARD	360	E/D	$30.00	$ 10,800.00				10800		10800
POST MOUNTING FOR ADVANCE WARNING SIGNS	40	EA	$45.00	$ 1,800.00				1800		1800
WATER FILLED BARRIER WALL/TEMPORARY PEDESTRIAN BARRICADES WITH SCREEN	21600	E/D	$2.00	$ 43,200.00				43200		43200
PEDESTRIAN BARRIER	10800	E/D	$2.00	$ 21,600.00				21600		21600
SALES TAX FOR BARRICADES	1	LS	$6,098.40	$ 6,098.40				6098.4		6098.4
TEMPORARY PEDESTRIAN BOARDWALKS	1	LS	$8,136.56	$ 8,136.56	5095.75	918.5	2122.31			8136.56
ORANGE SAFETY FENCE AND POSTS	1	LS	$5,015.10	$ 5,015.10	2697.75		2317.35			5015.1
MOT / SAFETY DEVICE SET-UP & MAINTENANCE	1	LS	$19,189.50	$ 19,189.50	17086.75	2103.75				19189.5
CONTINUOUS SITE CLEANING / DEBRIS REMOVAL	1	LS	$23,652.45	$ 23,652.45	13488.75	8273.7			1890	23652.45
DANGER RIBBON	1	LS	$683.73	$ 683.73			683.73			683.73
FLAGMEN	1	LS	$24,279.75	$ 24,279.75	24279.75					24279.75
TEMPORARY ASPHALT PATCHING	1	LS	$8,853.35	$ 8,853.35	3776.85	2091	1765.5	800	420	8853.35
TEMPORARY ASPHALT MILLING/TEMP WALKWAYS	1	LS	$20,993.83	$ 20,993.83	9442.13	5227.5	3274.2	2000	1050	20993.83
SPECIALTY SIGNAGE	1	LS	$2,500.00	$ 2,500.00					2500	2500
ROADWAY STEEL PLATES	1	LS	$2,316.90	$ 2,316.90	719.4	397.5		1200		2316.9
WINDOW CLEANING	1	LS	$12,500.00	$ 12,500.00				12500		12500
TEMPORARY ROADWAY STRIPING			NOT INCLUDED							
FLOWABLE FILL			NOT INCLUDED							
OFF DUTY POLICE OFFICERS			NOT INCLUDED							
LIGHT BANKS FOR NIGHT WORK			NOT INCLUDED							
DEMOLITION/CLEARING & GRUBBING				$186,382.64						
NPDES - PERMITS, REPORTING AND INSPECTION	1	LS	$21,943.25	$ 21,943.25	2098.25	1667.8	$1,284.00	16483.2	210	21943.25
NPDES - INLET PROTECTION	21	EA	$289.48	$ 6,079.05	2098.25	1250.8		2520	210	6079.05
TREE REMOVAL	2	EA	$4,122.55	$ 8,245.10	4198.5	1828.6			2220	8245.1
SAWCUT ASPHALT	500	LF	$8.00	$ 4,000.00				4000		4000
SAWCUT CONCRETE	500	LF	$8.00	$ 4,000.00				4000		4000
F CURB REMOVAL	1276	LF	$11.67	$ 14,890.20	8393	3657.2		2000	840	14890.2
RIBBON/D CURB REMOVAL	82	LF	$13.60	$ 1,114.85	692.42	301.72		51.41	69.3	1114.85
CONCRETE SIDEWALK/DRIVEWAY REMOVAL	7816	SF	$4.63	$ 36,225.50	20982.5	9143		4000	2100	36225.5
ASPHALT/BASE REMOVAL	15096	SF	$3.49	$ 52,647.61	31675.18	13802.27		4000	3170.16	52647.61
REMOVE/DISPOSE EXISTING STREET SIGNAGE	10	EA	$409.68	$ 4,096.83	1858.46	1598.37		500	140	4096.83
ROLL-OFF DUMPSTER	10	EA	$1,000.00	$ 10,000.00				10000		10000
FINAL CONSTRUCTION CLEAN	1	LS	$13,140.25	$ 13,140.25	7493.75	4596.5			1050	13140.25
PRIVATE PROPERTY RESTORATION (ALLOWANCE)	1	ALL.	$10,000.00	$ 10,000.00				10000 ALLOWANCE		10000

BURKHARDT CONSTRUCTION, INC.

Item Description	Quantity	U/M	Unit Price	Amount	Labor	Equipment	Material	Subcontractor	General/Rental	Subtotal
STORM DRAINAGE				$222,250.00						
S-100 - MODIFY EXIST. CONNECT 4 UD/SKIMMER AND ADJ TO GRADE*	1	EA	$4,750.00	$ 4,750.00				4750 JOHNSON-DAVIS		4750
S-101 - REMOVE EXISTING STRUCTURE AND INSTALL NEW DBI ON EXIST 24" RCP INCLUDE PIPE COLLARS AS NECESSARY FOR S-101	1	EA	$13,500.00	$ 13,500.00				13500 JOHNSON-DAVIS		13500
S-103 - INSTALL NEW P-9 INLET	1	EA	$7,600.00	$ 7,600.00				7600 JOHNSON-DAVIS		7600
S-104 - INSTALL NEW J-7 MANHOLE (5'X5') ON EXIST 18 RCP*	1	EA	$13,000.00	$ 13,000.00				13000 JOHNSON-DAVIS		13000
S-105 - INSTALL NEW P-4 CURB INLET ON EXIST 18 RCP*	1	EA	$17,500.00	$ 17,500.00				17500 JOHNSON-DAVIS		17500
S-106 - INSTALL NEW P-9	1	EA	$8,200.00	$ 8,200.00				8200 JOHNSON-DAVIS		8200
S-107 - INSTALL NEW P-9 (4'X4') ON EXIST 24 RCP*	1	EA	$13,500.00	$ 13,500.00				13500 JOHNSON-DAVIS		13500
ADJUST EXISTING STORM MANHOLE TO GRADE	1	EA	$800.00	$ 800.00				800 JOHNSON-DAVIS		800
18" RCP	29	LF	$250.00	$ 7,250.00				7250 JOHNSON-DAVIS		7250
15" RCP	15	LF	$250.00	$ 3,750.00				3750 JOHNSON-DAVIS		3750
12" PVC DRAINAGE	31	LF	$200.00	$ 6,200.00				6200 JOHNSON-DAVIS		6200
12"X8" WYE	1	EA	$1,750.00	$ 1,750.00				1750 JOHNSON-DAVIS		1750
8" PVC DRAINAGE	70	LF	$85.00	$ 5,950.00				5950 JOHNSON-DAVIS		5950
8"X8" WYE	1	EA	$750.00	$ 750.00				750 JOHNSON-DAVIS		750
8"X6" WYE	4	EA	$200.00	$ 800.00				800 JOHNSON-DAVIS		800
DRAINAGE CLEANOUT ON 8" PVC DRAINAGE	2	EA	$3,500.00	$ 7,000.00				7000 JOHNSON-DAVIS		7000
6" PVC DRAINAGE	70	LF	$85.00	$ 5,950.00				5950 JOHNSON-DAVIS		5950
6" TURN UP AND CONNECT TO DOWNSPOUT CONNECTOR	4	EA	$3,200.00	$ 12,800.00				12800 JOHNSON-DAVIS		12800
CONNECT NEW 18" RCP TO EXIST. W/ COLLAR	2	EA	$1,900.00	$ 3,800.00				3800 JOHNSON-DAVIS		3800
UNDERDRAIN SOCK PIPE	878	EA	$50.00	$ 43,900.00				43900 JOHNSON-DAVIS		43900
UNDERDRAIN CLEANOUT	8	EA	$1,850.00	$ 14,800.00				14800 JOHNSON-DAVIS		14800
DEMO/REMOVE EXISTING MANHOLE/INLET	3	EA	$1,900.00	$ 5,700.00				5700 JOHNSON-DAVIS		5700
CLEANING AND TV'ING OF STORM DRAINAGE SYSTEM WITHIN PROJECT LIMITS	1	LS	$8,500.00	$ 8,500.00				8500 JOHNSON-DAVIS		8500
SOFT DIGS/EXPLORATORY DIGGING	1	LS	$6,500.00	$ 6,500.00				6500 JOHNSON-DAVIS		6500
ALLOWANCE FOR FPL POLE HOLDS	1	ALL.	$8,000.00	$ 8,000.00				8000 ALLOWANCE		8000
WATER				$49,800.00						
RELOCATE EXIST. FIRE HYDRANT INCLUDING NEW FIRE HYDRANT	1	LS	$10,500.00	$ 10,500.00				10500 JOHNSON-DAVIS		10500
12X2" WATER SERVICE ON EXISTING WM	1	EA	$4,900.00	$ 4,900.00				4900 JOHNSON-DAVIS		4900
2" BFP	1	EA	$4,500.00	$ 4,500.00				4500 JOHNSON-DAVIS		4500
REPLACE WATER METER BOXES AND ADJUST TO GRADE	18	EA	$700.00	$ 12,600.00				12600 JOHNSON-DAVIS		12600
REPLACE WATER VALVE BOX AND ADJUST TO GRADE	16	EA	$800.00	$ 12,800.00				12800 JOHNSON-DAVIS		12800
SOFT DIGS/EXPLORATORY DIGGING	1	LS	$4,500.00	$ 4,500.00				4500 JOHNSON-DAVIS		4500
SANITARY SEWER				$22,900.00						
ADJUST EXISTING SEWER MANHOLE TO GRADE	6	EA	$800.00	$ 4,800.00				4800 JOHNSON-DAVIS		4800
ADJUST GREASE TRAP RING AND COVERS TO GRADE	2	EA	$800.00	$ 1,600.00				1600 JOHNSON-DAVIS		1600
ADJUST COMMUNICATION MANHOLE TO GRADE	1	EA	$3,000.00	$ 3,000.00				3000 JOHNSON-DAVIS		3000
REPLACE CLEAN OUT TOP AND ADJUST TO GRADE	18	EA	$750.00	$ 13,500.00				13500 JOHNSON-DAVIS		13500
ELECTRICAL AND LIGHTING - NIC				$125,346.72						
DISCONNECT POWER TO EXISTING STREET LIGHTING POLES AND CONDUIT FOR REMOVAL	1	LS	$442.16	$ 442.16				442.16 INFRATECH		442.16
REMOVE/SALVAGE EXISTING LIGHT POLE AND BASE	4	EA	$884.32	$ 3,537.28				3537.28 INFRATECH		3537.28
F&I STREET LIGHT FIXTURES, POLES AND BASES - INCL. BREAKAWAY FUSES	11	EA	$6,880.48	$ 75,685.28				75685.28 INFRATECH		75685.28
HANDHOLE	13	EA	$837.09	$ 10,882.17				10882.17 INFRATECH		10882.17
2" CONDUIT	900	LF	$11.84	$ 10,656.00				10656 INFRATECH		10656
#6 WIRE	4700	LF	$2.73	$ 12,831.00				12831 INFRATECH		12831
INTERCEPT EXISTING LIGHTING CIRCUIT, SET HANDHOLE AND CONNECT TO EXISTING	1	EA	$1,312.83	$ 1,312.83				1312.83 INFRATECH		1312.83
ALLOWANCE TO CONNECT TO EXISTING SITE SERVICE PANEL	1	ALL	$10,000.00	$ 10,000.00				10000 ALLOWANCE		10000
FRANCHISE UTILITIES AND LOW VOLTAGE - NIC										
FPL - NIC			**NOT INCLUDED**							
ATT - NIC			**NOT INCLUDED**							
COMCAST - NIC			**NOT INCLUDED**							
CROWN CASTLE - NIC			**NOT INCLUDED**							
HOTWIRE - NIC			**NOT INCLUDED**							
EARTHWORK AND GRADING				$215,281.07						
EXCAVATE FOR ARTICULATED PAVER BLOCK	298	CY	$108.83	$ 32,371.35	16726.05	14385.3			1260	32371.35
EXCAVATE FOR DRIVEWAYS AND SIDEWALKS	122	CY	$132.67	$ 16,185.67	8363.02	7192.65			630	16185.67
EXCAVATE FOR CURBS	104	CY	$207.51	$ 21,580.90	11150.7	9590.2			840	21580.9
EXCAVATE FOR LANDSCAPE AND TREE GRATE AREAS	90	CY	$119.89	$ 10,790.45	5575.35	4795.1			420	10790.45
GRADE/COMPACT FOR ARTICULATED PAVER BLOCK	1072	SY	$20.13	$ 21,580.90	11150.7	9590.2			840	21580.9
GRADE/COMPACT FOR DRIVEWAYS AND SIDEWALKS	1105	SY	$39.08	$ 43,161.80	22301.4	19180.4			1680	43161.8
GRADE/COMPACT FOR CURBS	623	SY	$34.64	$ 21,580.90	11150.7	9590.2			840	21580.9
GRADE FOR LANDSCAPE AND TREE GRATE AREAS	91	SY	$59.29	$ 5,395.23	2787.68	2397.55			210	5395.23
LOAD/HAUL/DISPOSE OF SURPLUS FILL	799	CY	$30.33	$ 24,237.52	12374.18	10542.46		286.71	932.17	24237.52
FINAL DRESSING AND FINISH GRADING	1	LS	$18,398.35	$ 18,398.35	10491.25	6435.1			1470	18398.35
SUBGRADE AND BASE CONSTRUCTION				$197,679.70						
12" COMPACTED SUBGRADE										
GEOGRID FOR ARTICULATED PAVER BLOCK	2891	SY	$11.20	$ 32,371.35	16726.05	14385.3			1260	32371.35
10" OF 57 STONE FOR ARTICULATED PAVER BLOCK	1695	SY	$15.49	$ 26,251.95	5575.35	4795.1	$15,461.50		420	26251.95
FILTER FABRIC FOR ARTICULATED PAVER BLOCK	1072	SY	$56.34	$ 60,393.40	11150.7	9590.2	$23,952.50	14850	840	60393.4
6" BASE ROCK CURB PAD	1695	SY	$10.15	$ 17,210.45	5575.35	4795.1	$6,420.00		420	17210.45
6" BASE ROCK DRIVEWAYS	623	SY	$54.05	$ 33,671.35	11150.7	9590.2		12090.45	840	33671.35
UNDERDRAIN 4" PERFORATED SOCK PIPE FOR ARTICULATED PAVER BLOCK - INCLUDED IN DRAINAGE SECTION	612	SY	$45.39	$ 27,781.20	11150.7	9590.2		6200.3	840	27781.2
UNDERDRAIN CLEANOUTS FOR ARTICULATED PAVER BLOCK - INCLUDED IN DRAINAGE SECTION										

BURKHARDT CONSTRUCTION, INC.

Item Description	Quantity	U/M	Unit Price	Amount	Labor	Equipment	Material	Subcontractor	General/Rental	Subtotal
CONCRETE CONSTRUCTION				$179,255.50						
CONCRETE SIDEWALK 4" THICKNESS WITH FIBER	0	SF								
CONCRETE DRIVEWAYS AND SIDEWALKS 6" THICKNESS WITH FIBER	8850	SF	$8.00	$ 70,800.00				70800 WM D ADEIMY		70800
CONCRETE RAMPS 6 THICKNESS WITH FIBER"	1100	SF	$8.00	$ 8,800.00				8800 WM D ADEIMY		8800
F CURB	125	LF	$40.00	$ 5,000.00				5000 WM D ADEIMY		5000
HEADER CURB	93	LF	$45.00	$ 4,185.00				4185 WM D ADEIMY		4185
MODIFIED E CURB - 21W"	413	LF	$45.00	$ 18,585.00				18585 WM D ADEIMY		18585
MODIFIED RIBBON B" CURB - 21"W"	162	LF	$45.00	$ 7,290.00				7290 WM D ADEIMY		7290
MODIFIED VALLEY GUTTER - 21 W"	606	LF	$45.00	$ 27,270.00				27270 WM D ADEIMY		27270
B CURB - 9W"	122	LF	$45.00	$ 5,490.00				5490 WM D ADEIMY		5490
MODIFIED RIBBON A" CURB - 9"	348	LF	$45.00	$ 15,660.00				15660 WM D ADEIMY		15660
PRESSURE CLEAN/PREP & STAIN SIDEWALK WITH BEHR SEALER TO MATCH STUART EXISTING SIDEWALKS	9950	LF	$1.25	$ 12,437.50				12437.5 DAVE ADEIMY		12437.5
PRESSURE CLEAN/PREP & STAIN CURBS WITH BEHR SEALER TO MATCH STUART EXISTING SIDEWALKS	1869	LF	$2.00	$ 3,738.00				3738 DAVE ADEIMY		3738
ASPHALT				$28,050.00						
MILLING AND RESURFACING OF EXISTING ASPHALT AREAS - 1" AVERAGE SP-9.5 TRAFFIC LEVEL C - INCLUDES TRACKLESS TACK	485	SY	$30.00	$ 14,550.00				14550 BIG D PAVING		14550
ASPHALT DRIVEWAY TIE-INS MILL AND RESURFACE 1.5" AVERAGE SP-9.5 TRAFFIC LEVEL C - INCLUDE PRIME/TACK	300	SY	$45.00	$ 13,500.00				13500 BIG D PAVING		13500
PAVER AREA CONSTRUCTION				$233,186.71						
F&I ARTICULATED BLOCK PAVERS (COLOR MIX: 60% BROWN, 20% TAN, 15% ROSE, 5% GRAY)	9649	SF	$20.79	$ 200,602.71				200602.71 DAVID W HARDSCAPE		200602.71
F&I DETECTABLE WARNING PAVERS - WAUSAU 12"X12"X2.75" COLOR A80	120	SF	$22.00	$ 2,640.00				2640 DAVID W HARDSCAPE		2640
F&I TACTILE PAVERS - WAUSAU 12"X12"X2.75" COLOR A80	375	SF	$22.00	$ 8,250.00				8250 DAVID W HARDSCAPE		8250
REMOVE/STORE/RESET PAVERS FOR TIE-INS	1100	SF	$10.50	$ 11,550.00				11550 DAVID W HARDSCAPE		11550
PRESSURE CLEAN AND SEAL PAVERS	10144	SF	$1.00	$ 10,144.00				10144 DAVID W HARDSCAPE		10144
STRIPING AND SIGNAGE				$16,100.00						
PAINT MOBILIZATION MINIMUM TO INCLUDE:	1	LS	$1,100.00	$ 1,100.00				1100 FINE LINE		1100
6 WHITE STRIPING - PAINT ON PAVERS			INCLUDED					FINE LINE		0
18 WHITE STRIPING - PAINT ON PAVERS			INCLUDED					FINE LINE		0
24 WHITE STRIPING - PAINT ON PAVERS			INCLUDED					FINE LINE		0
8 WHITE THERMO ON ASPHALT"			INCLUDED					FINE LINE		0
ALLOWANCE FOR DECORATIVE SIGN AND POST ASSEMBLIES	10	EA	$1,500.00	$ 15,000.00				15000 ALLOWANCE		15000
FURNISHINGS				$123,373.89						
F&I TREE GRATES	6	EA	$5,195.43	$ 31,172.55	8452.95	1084.1	$21,025.50		630	31172.55
F&I BENCH	2	EA	$7,754.15	$ 15,508.30	4195.5	734.8	$9,737.00		840	15508.3
F&I BOLLARDS INCLUDING FOUNDATION	26	EA	$2,707.99	$ 70,407.63	15736.88	2755.5	$48,765.25		3150	70407.63
FURNISH ATTIC STOCK BOLLARDS	4	EA	$1,571.35	$ 6,285.41	524.56	91.85	$5,564.00		105	6285.41
LANDSCAPING				$60,011.75						
TREES/PALMS										0
PS - WILD DATE PALM - 12' CT.	6	EA	$4,033.14	$ 24,198.84				24198.84 GREEN EFFECT		24198.84
WB2 - FOXTAIL PALM - 12' CT. DOUBLE TRUNK	1	EA	$497.43	$ 497.43				497.43 GREEN EFFECT		497.43
RR - FLORIDA ROYAL PALM - 16'-18' CT	5	EA	$2,176.00	$ 10,880.00				10880 GREEN EFFECT		10880
SHRUBS/GROUNDCOVERS										0
DUE - GOLD MOUND DURANTA - 3 GAL., 12"X12"	45	EA	$22.58	$ 1,016.10				1016.1 GREEN EFFECT		1016.1
LMV - VARIEGATED LILY TURF - 6"X6"	98	EA	$18.43	$ 1,806.42				1806.42 GREEN EFFECT		1806.42
ROOT BARRIER	240	LF	$19.08	$ 4,580.00				4580 GREEN EFFECT		4580
PLATYPUS ANCHORING SYSTEM	12	EA	$423.42	$ 5,081.04				5081.04 GREEN EFFECT		5081.04
PLANTING SOIL	90	CY	$80.28	$ 7,225.20				7225.2 GREEN EFFECT		7225.2
MULCH - CRUSHED SHELL	816	SF	$5.67	$ 4,626.72				4626.72 GREEN EFFECT		4626.72
AGRIFORM TABLETS	1	LS	$100.00	$ 100.00				100 GREEN EFFECT		100
IRRIGATION				$38,331.58						
IRRIGATION SYSTEM COMPLETE (INCL. BUT NOT LIMITED TO)	1	LS	$28,331.58	$ 28,331.58				28331.58 GREEN EFFECT		28331.58
POINTS OF CONNECTION										
CONTROLLER WITH PEDESTAL AND ENCLOSURE										
SCHEDULE 40 PVC SLEEVES										
SCHEDULE 40 PVC MAINLINE AND LATERALS										
VALVES, VALVE BOXES, AND WIRE										
SPRAY HEADS										
BUBBLERS										
ALLOWANCE FOR CONNECTION TO EXISTING IRRIGATION SYSTEM OUTSIDE PROJECT LIMITS	1	ALL	$10,000.00	$ 10,000.00				10000 ALLOWANCE		10000
CONSTRUCTION CONTINGENCY				$100,000.00				100000		100000
					Labor	Equipment	Material	Subcontractor	General/Rental	Subtotal
					358385.21	208249.72	142382.84	1277539.73	34336.63	2020894.13

SEMINOLE STREETSCAPE DIRECT CONSTRUCTION COSTS **$2,020,894.13**

BURKHARDT CONSTRUCTION INC

City of Stuart
Phase 1 Undergrounding - Seminole Street
Phase 2 Undergrounding - Osceola Street
Seminole Streetscape

GENERAL CONDITIONS

From:
Burkhardt Construction, Inc.
Attn: Marc R. Kleisley
1400 Alabama Ave., Suite #20
West Palm Beach, FL 33401
Tel: (561) 659-1400
Fax: (561) 659-1402

Owner:
City of Stuart, Community Redevelopment Agency
Attn: Pinal Gandhi-Savdas
121 SW Flagler Avenue
Stuart, FL 34994

Designer:
Overhead Utility Underground Phase 1 – SW Seminole Street
Brannon & Gillespie, LLC
631 US Highway One, Suite 301
North Palm Beach, FL 33408

SW Osceola Street Undergrounding – Phase 2
Kimley-Horn
1920 Wekiva Way, Suite 200
West Palm Beach, FL 33411

Seminole Streetscape
Kimley-Horn
445 24th Street, Suite 200
Vero Beach, FL 32960

Plans:
Overhead Utility Undergrounding Project Phase 1
by Brannon and Gillespie Dated BCI Received 6/13/24

Construction Plans for SW Osceola Street Undergrounding
by Kimley Horn Dated BCI Received 6/13/24

Seminole Street Roadway Improvements Bid Plans May 2023
By Kimley-Horn, Dated BCI Received 6/13/24

Location:
Downtown Stuart
Seminole from St. Lucie to Colorado
Osceola from St. Lucie to Colorado
Flagler from St. Lucie to Colorado
Colorado from Ocean to Seminole
St. Lucie from Flagler to Seminole

Proposal Due Date: 10/4/2024 REVISED 10/14/24

Item Description					Amount
PROJECT IS BASED ON AN 20 MONTH DURATION					
MOBILIZATION (move-in, move-out)					$7,800.00
TRANSPORT	$120.00 /	Hr	x	40	$4,800.00
EQUIPMENT	$75.00 /	Hr.	x	40	$3,000.00

BURKHARDT CONSTRUCTION, INC

PROJECT FIELD OFFICE					$295,630.70
OFFICE &/or CONSTRUCTION TRAILER	$4,000.00 /	mo.	x	20	$80,000.00
YARD	$5,350.00 /	mo.	x	20	$107,000.00
EMPLOYEE PARKING FEES	$50.00 /	mo.	x	20	$1,000.00
WORK PLATFORM FOR YARD	$0.00 /	mo.	x	20	$0.00
TEMPORARY FENCING FOR YARDS	$1,000.00 /	mo.	x	20	$20,000.00
CONSTRUCTION YARD LIGHTING	$0.00 /	mo.	x	20	$0.00
OFFICE FURNISHINGS	$200.00 /	mo.	x	20	$4,000.00
COMPUTERS	$300.00 /	mo.	x	20	$6,000.00
SOFTWARE	$200.00 /	mo.	x	20	$4,000.00
PROCORE MANAGEMENT SOFTWARE	$600.00 /	mo.	x	20	$12,000.00
COPY MACHINE	$200.00 /	mo.	x	20	$4,000.00
INTERNET SERVICE	$150.00 /	mo.	x	20	$3,000.00
CELLULAR TELEPHONE	$200.00 /	mo.	x	20	$4,000.00
TELEPHONE	$0.00 /	mo.	x	20	$0.00
FEDERAL EXPRESS MAILINGS	$50.00 /	mo.	x	20	$1,000.00
POSTAGE	$50.00 /	mo.	x	20	$1,000.00
PHOTOGRAPHS				20	
AERIAL PHOTOS	$110.00 /	mo.	x	20	$2,200.00
JOB PHOTOS	$100.00 /	mo.	x	20	$2,000.00
PRE-CONSTRUCTION VIDEO	$6,430.70 /	ea.	x	1	$6,430.70
PLAN REPRODUCTION COST/PRINTING	$200.00 /	set	x	10	$2,000.00
OFFICE SUPPLIES	$100.00 /	mo.	x	20	$2,000.00
FIRST AID SUPPLIES	$50.00 /	mo.	x	20	$1,000.00
WATER SERVICE	$50.00 /	mo.	x	20	$1,000.00
SANITARY SERVICE	$150.00 /	mo.	x	20	$3,000.00
ELECTRIC SERVICE	$500.00 /	mo.	x	20	$10,000.00
GARBAGE SERVICE	$25.00 /	mo.	x	20	$500.00
CONSTRUCTION WATER	$500.00 /	mo.	x	20	$10,000.00
JOHN DEERE GATOR	$250.00 /	mo.	x	20	$5,000.00
ICE	$175.00 /	mo.	x	20	$3,500.00
BONDS					$109,454.35
GENERAL BOND	$8,756,347.76		x	1.25%	$109,454.35
SUBCONTRACTORS BONDS					
INFRATECH - INCLUDED IN FRANCHISE UTILITY DIRECT COST					
PARTNERING INITIATIVES					$2,500.00
NOTICES, LETTERS, INFORMATIONAL MEETINGS					$2,500.00
INSURANCE					$175,126.96
GENERAL INSURANCE	$8,756,347.76		x	2.00%	$175,126.96
Commercial General Liability					
Comprehensive Automobile Liability					
Owner Indemnification					
Professional (Errors/Omissions) Liability					
Excess/Umbrella Liability					
ADD'L INSUREDS	$0.00 /	ea.	x	100	$0.00
ADDED INSURANCES REQUIRED					$0.00
Builders Risk Insurance					EXCLUDED
Installation Floater					EXCLUDED
Flood Insurance					EXCLUDED
Railroad Protective Liability					EXCLUDED
SUBCONTRACTORS' INSURANCE	included in their direct costs				
SANITARY SERVICES					$15,000.00
JOB TOILETS (2 EA)	$750.00 /	mo.	x	20	$15,000.00
TESTING COSTS					$48,310.00
DENSITIES	$25.00 /	TEST	x	800	$20,000.00
PROCTORS	$105.00 /	TEST		4	$420.00
LIMEROCK BEARING RATIO	$300.00 /	TEST		4	$1,200.00
SIEVE ANALYSIS	$65.00 /	TEST		4	$260.00
ORGANIC CONTENT	$45.00 /	TEST		4	$180.00
CONCRETE CYLINDERS	$35.00 /	CYL.		150	$5,250.00
ASPHALT INSPECTION AND SAMPLING	$75.00 /	HR		80	$6,000.00
ENGINEERING & REPORTING	$15,000.00 /	LS		1	$15,000.00
PRE/POST CONST. SURVEY/VIBRATION MONITORING					EXCLUDED

BURKHARDT CONSTRUCTION, INC

FEES					$0.00
PERMIT FEES (CITY OF STUART BLDG. DEPT.)					EXCLUDED
SFWMD DEWATERING PERMIT					EXCLUDED
MARTIN COUNTY HEALTH DEPARTMENT					EXCLUDED
SURVEYING					$76,800.00
LAYOUT & ASBUILTS FOR SEMINOLE STREETSCAPE	$25,900.00 /	ls	x	1	$25,900.00
LAYOUT & ASBUILTS FOR OSCEOLA IMPROVEMENTS	$25,900.00 /	ls	x	1	$25,900.00
LAYOUT & ASBUILTS FOR FRANCHISE UTILITIES - INCLUDED IN FRANCHISE UTILITY DIRECT COST	$0.00 /	ls	x	1	$0.00
ALLOWANCE FOR RESTAKING & DRAFTING	$25,000.00 /	ls	x	1	$25,000.00
SMALL HAND TOOLS/EQUIPMENT RENTAL					$5,000.00
ALLOWANCE (GENERAL)					$5,000.00
GENERAL CONDITIONS TOTAL					$735,622.00

BURKHARDT CONSTRUCTION, INC.

City of Stuart
Phase 1 Undergrounding - Seminole Street
Phase 2 Undergrounding - Osceola Street
Seminole Streetscape

Project Management

From: Burkhardt Construction, Inc.
Attn: Marc R. Kleisley
1400 Alabama Ave., Suite #20
West Palm Beach, FL 33401
Tel: (561) 659-1400
Fax: (561) 659-1402

Owner: City of Stuart, Community Redevelopment Agency
Attn: Pinal Gandhi-Savdas
121 SW Flagler Avenue
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Designer: Overhead Utility Underground Phase 1 – SW Seminole Street
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631 US Highway One, Suite 301
North Palm Beach, FL 33408

SW Osceola Street Undergrounding – Phase 2
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Location: Downtown Stuart
Seminole from St. Lucie to Colorado
Osceola from St. Lucie to Colorado
Flagler from St. Lucie to Colorado
Colorado from Ocean to Seminole
St. Lucie from Flagler to Seminole

Proposal Due Date: 10/4/2024 REVISED 10/14/24

Item Description	Quantity	(Hrs./Week)	Wks.	Rate/Hr.	Amount
Based on a 20 Month Duration					
Project Principal	4	Hrs./Wk.	87	$ 215.00	$ 74,820.00
Senior Project Manager	0	Hrs./Wk.	87	$ 160.00	$ -
Vertical Project Manager	0	Hrs./Wk.	87	$ 160.00	$ -
Project Manager	24	Hrs./Wk.	87	$ 125.00	$ 261,000.00
Merchant Liaison	20	Hrs./Wk.	67	$ 100.00	$ 134,000.00
Utilities/Hardscape Construction Field Manager	40	Hrs./Wk.	87	$ 105.00	$ 365,400.00
Project Accountant	8	Hrs./Wk.	87	$ 85.00	$ 59,160.00
Administrative Assistant	16	Hrs./Wk.	87	$ 55.00	$ 76,560.00
	Total Construction Management Fee				**$ 970,940.00**

BURKHARDT CONSTRUCTION, INC

City of Stuart
Phase 1 Undergrounding - Seminole Street
Phase 2 Undergrounding - Osceola Street
Seminole Streetscape

Guaranteed Maximum Price
Based on Bid Set Construction Documents

Exceptions & Clarifications - REVISED 10/14/24

GENERAL

1. Scope of work and quantities are based on the Overhead to Undergrounding Project Phase 1 by Brannon & Gillespie dated BCI Received 6/13/24; Construction Plans for SW Osceola Street Undergrounding by Kimley-Horn dated BCI received 6/13/24; and Seminole Street Roadway Improvements Bid Plans May 2023 dated BCI received 6/13/24. A complete plan log is attached.

2. Guaranteed Maximum Price (G.M.P.) was compiled using competitive bids received from pre-approved subcontractors and vendors.

3. G.M.P. includes a Construction Contingency for each of the projects in the direct construction costs.

4. G.M.P. pricing is based on a project start date in March 2025. Project duration shall be 20 months from notice to proceed.

5. G.M.P. does not include any costs for City of Stuart Building or Right of Way Permit Fees. The G.M.P. does not include permit fees for capital improvements, connection fees, impact fees, or any other regulatory agency fees that may be necessary (FDEP, ACOE, FWC, Etc.)

6. It is understood that the Direct Construction Cost (Exhibit "A") is unit prices for the work shown in the plans and as modified by these exceptions and clarifications.

7. Project master schedule and schedule updates shall be a bar chart schedule acceptable to the Owner prepared by CMAR in house personnel.

8. Project Manual as described in the contract shall mean the closeout project manual which shall be updated periodically and presented to the Owner upon completion of the project. The information contained in this manual shall be as requested by the Owner.

9. G.M.P. does not include additional insurance premiums for naming individual property owners as additional insureds.

10. G.M.P. does not include a sales tax credit on direct owner purchased materials. If the CRA decides to purchase the following materials directly then there will be a credit for the sales tax savings: (electrical poles and fixtures, brick pavers, bollards, and benches. CRA shall retain or pay the difference between the allocated funds and the actual cost of the materials.

11. All Construction easements, if necessary, shall be executed and recorded and all permits shall be issued prior to notice to proceed.

BURKHARDT CONSTRUCTION, INC.

12. Labor and equipment prices are firm for all work stated in the G.M.P. Material price increases shall be passed through to the Owner with proper documentation, and paid for with the construction contingency.

13. City of Stuart Right of Way, Building Permits (including subcontractor permits) and Martin County Permit (If Applicable); All permits shall be obtained prior to start of construction and receipt of notice to proceed. Plans have not yet been through permitting and G.M.P. does not reflect any special permitting requirements. A Special Inspector is specifically excluded. Permit fees and inspection fees including after hour inspections are excluded.

14. The project will require free and unlimited jobsite access for workmen and deliveries during all authorized work hours.

15. Burkhardt Construction, Inc. (BCI) is not liable for failure to perform such work or any damages that occur if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster). If BCI asserts Force Majeure as the reason for failure to perform such work or such damages occur as a result of any Act of God, then BCI must prove that they took reasonable steps to minimize delay or damages caused by unforeseeable events, that BCI substantially fulfilled all obligations, and that the owner was timely notified of the likelihood or actual occurrence of the event described as an Act of God (Force Majeure). Any construction related damages that took place as a result, shall be repaired or removed and replaced at the same contract unit prices and shall be paid out of the owners contingency.

16. In the event that the terms and provisions of all attached Exhibits conflict with or are omitted from the terms and provisions of this Contract, the terms and provisions of the attached Exhibits shall govern with respect to the performance of the work.

17. Owner and Construction Manager acknowledge and agree the GMP and Contract Time as defined in the Agreement do not include any cost impacts or schedule impacts associated with any virus, disease, epidemic, or pandemic. If Construction Manager's work is delayed, suspended, disrupted, made more expensive, or otherwise adversely impacted, including, but not limited to the following impacts: (1) material or equipment supply chain disruptions; (2) labor force reduction required by the CDC or OSHA guidelines, regulations, or governmental order; (3) government orders, shelter-in-place orders, closures, changes in the law, or other directives or restrictions that impact the schedule (4) fulfillment of Construction Manager's contractual obligations regarding the above, then Construction Manager shall be entitled to an adjustment of the Contract Time for all such impacts. The Parties further agree, Construction Manager will attempt to exercise due diligence with respect to the selection and management of material suppliers and supply chains in an effort to minimize the risk of disruption; however, Construction Manager does not warrant the performance of material suppliers, supply chains and supply chain management. Any material price increases shall be passed through to the Owner with proper documentation, and paid for with Owner's Contingency.

18. G.M.P. excludes vibration monitoring. G.M.P. does not include a pre/post construction survey by a geotechnical engineer on the existing buildings or structures within the project area. Should any of the tasks be required, the value will be taken from the owner's contingency.

19. G.M.P. specifically excludes any payment processing fee. If a fee is charged for payments to the contractor, the fee will paid from the construction contingency.

20. G.M.P. includes a standard 1-year warranty unless specifically noted otherwise in the GMP.

21. G.M.P. does not include pest & rodent control.

22. G.M.P. does not include demonstrations or training videos.

23. Prices are based on leasing a construction yard located at 200 S. Colorado as well as using the City provided yard behind the Stuart Heritage Museum for storage of materials and equipment.

24. The general conditions and project management assumes that Phase 1 Undergrounding, Phase 2 Undergrounding and the Seminole Streetscape project are constructed concurrently per the GMP schedule.

25. The G.M.P. includes costs for merchant/resident liaison services to assist with keeping merchants/residents informed about the project.

26. The following are part of the G.M.P. in order to facilitate the aggressive work schedule.
a.Construction work hours shall be 6:00 AM to 7:00 PM Monday through Friday.
b.Night, weekend or holiday work beyond the regularly scheduled work hours stated in item a., which will be necessary due to nighttime FPL service switching, road work, emergency, delay or makeup time, shall be coordinated and reviewed/approved by the Owner.
c.The project will require free and unlimited jobsite access for workmen and deliveries during all authorized work hours.
d.The schedule makes no provision for delays caused by named storms.

27. Railroad Protective Liability Insurance and Railroad Flagmen are not included in the GMP. If it is determined that either are needed then the additional costs shall be paid for from contingency.

28. It is recommended that the City of Stuart CRA carries an additional 10% owner's contingency which is separate from the G.M.P.

DEMOLITION / CLEARING & GRUBBING

1. G.M.P. does not include costs for removal / remediation of asbestos cement pipe or any other hazardous materials. Testing, inspection and abatement of existing buildings is specifically excluded.

EARTHWORK / GRADING

1. G.M.P. includes costs for removal and replacement of unsuitable subsoils for undergrounding of franchise utilities. Demucking is included for undergrounding of franchise utilities only.

2. For the Seminole Streetscape Project, prices are based on re-using excavated material unless listed otherwise. No unsuitable subsoil excavation, removal or replacement. Unsuitable soil, if encountered, can be removed, disposed of, replaced as directed by the Owner and billed to the Owner at the actual direct cost.

3. Initial Geotech bore reports were not included in the 90% Plan set. No subsurface soil investigations were performed by the CMAR during pre-construction services.

4. G.M.P. is based on the assumption that portions of or entire roadways and sidewalks will be closed to vehicular and pedestrian traffic during construction. Pedestrian access will be maintained to all businesses and residences.

WATER / SEWER / STORM DRAINAGE

1. G.M.P. does not include de-silting of the existing storm drainage system outside the project limits. Pre/Post construction video of the existing storm drainage system is excluded.

2. G.M.P. does not include City of Stuart meter installation and hook-up fees.

3. G.M.P. includes a pre-construction and post-construction TV'ing of the existing gravity sanitary sewer lines.

4. G.M.P. does not include any cost for disposal/treatment of contaminated ground water if dewatering operations are needed. It is assumed that clean groundwater generated by dewatering operations will be discharged into the existing storm drainage system.

5. G.M.P. includes an allowance for FPL pole holds that may be necessary to install drainage or other underground utilities.

FRANCHISE UTILITIES / ELECTRICAL / LOW VOLTAGE

1. G.M.P. does not include any design, engineering or installation fees which may be charged to the Owner by franchise utility companies. (electric, telephone, cable tv, gas).

2. The Construction Manager at Risk shall not assume liability or warranty any work performed by FPL, COMCAST, ATT, TECO, HOTWIRE, CROWN CASTLE and/or their subcontractors.

3. G.M.P. does not include FPL's binding cost estimate, Comcast, AT&T, Hotwire, Crown Castle, TECO, etc... These invoices shall be paid directly by the owner. FPL's binding cost estimate must be fully executed prior to release of FPL materials. FPL materials must be received prior to Notice to Proceed being issued.

4. G.M.P. does not include any costs for modifying or relocating existing street signal cabinets, handholes, or other equipment. Traffic loop or camera modifications have been excluded.

5. G.M.P. includes furnishing and installing new standard electrical handholes. Special lids and custom handholes are not included.

6. The energizing of the new system is dependent on receiving switching orders from FPL. Services cannot be converted until the transformers are "hot".

7. The schedule represents the work controlled by the Construction Manager at Risk. Should the project exceed the scheduled 20 month duration due to the involvement of entities beyond our control (including but not limited to FPL, ATT and Comcast), a "No Fee" time extension for that work shall be issued. "No Fee" specifically refers to the construction fee. General conditions shall be reimbursed with proper documentation.

8. Upon (a) achievement of substantial completion; or (b) achievement of substantial completion of all items for which Burkhardt Construction, Inc. is directly responsible such that the only outstanding items preventing finalization and closeout of the permit are either: (1) items which Owner has separately contracted for, such as installation, connection or repair of cable, telephone, electric, utility, or other similar facilities or services; or (2) items under Burkhardt Construction Inc.'s permit but wholly out of Burkhardt Construction Inc.'s control, such as installation, connection or repair of cable, telephone, electric, utility, or other similar facilities or services; the Owners shall release Burkhardt Construction, Inc., its respective officers, directors, agents and employees (collectively, "BCI") from all liability and indemnify, save, defend, and hold harmless BCI from and against any and all liabilities, damages, claims, losses, and expenses, including reasonable attorney's fees, expenses, and costs (including attorneys' fees, costs and expenses through appeal and attorneys' fees, costs and expenses incurred in establishing the right to and the amount of indemnification) for injury or damages resulting from, arising out of, caused by, or related to the presence of persons or property (other than persons or property under the direct control of BCI) within the boundaries of the location at which BCI performed the Work . This provision shall control over any other provision in the Agreement.

9. All electrical gear in the GMP is rated as NEMA 3R. No stainless steel or NEMA 4x gear is included.

10. G.M.P. only includes work on the lineside (FPL) of the meter can. No work beyond the meter can is included unless it was specifically shown or specified in the plans. The G.M.P. does not include costs to bring existing building(s) electrical system up to current code.

11. The G.M.P. includes an allowance for new meter cans.

12. No electrical disconnects were shown on the Phase 1 Undergrounding plans. The G.M.P. includes disconnects for meters/services that were identified as needing disconnects during site visits. An allowance is included in the GMP for disconnects associated with the electrical services associated with 27 Osceola. If disconnects are needed at additional locations, the additional costs shall be paid from contingency.

13. G.M.P. includes allowances for minor building repairs and painting of conduits exposed on buildings. G.M.P. does not include any structural repairs to building, nor does it include painting the entire exterior wall(s) of buildings. It is understood that "patch" paint areas may differ in color and/or texture based on the age of the buildings' paint.

14. G.M.P. includes an allowance for flowable fill if it is needed in certain backfill situations.

15. G.M.P. includes an allowance for additional work for FPL vault tie-ins if required.

16. G.M.P. includes an allowance for restoration of sidewalks after FPL removes the overhead poles.

17. G.M.P. includes and allowance to connect the new street lights to the existing street lighting electrical panel. The G.M.P. also includes and allowance to connect the irrigation controller for Seminole Steet to the existing electrical panel.

CONCRETE / PAVERS / HARDSCAPE / ASPHALT

1. G.M.P. does not include a vapor barrier under the concrete sidewalk.

2. GMP includes up to 8 separate sections of asphalt milling and resurfacing to be constructed consecutively. If the asphalt needs to be broken up into more smaller sections then any additional costs shall be paid from construction contingency.

3. As the original base and asphalt was designed and previously installed by others, we cannot guarantee this asphalt surfacing against possible future cracking, settlement, drainage problems, minor birdbaths or root heave by adjacent plant material. The G.M.P. includes a guarantee our own asphalt work against all defects in materials and workmanship for a period of one year.

4. The G.M.P. includes new patterned pavement by Paveway STS for the crosswalks at Flagler/St. Lucie intersection and the mid-block crossing on Osceola between St. Lucie and Colorado.

5. The G.M.P. includes an allowance for "decorative" street signage to match the existing street signage in downtown Stuart. No specification was given for the signage.

6. The G.M.P. includes an allowance pressure cleaning and staining the existing sidewalks on Osceola. The G.M.P. also includes staining all new and replaced curbs and sidewalks.

LANDSCAPE / IRRIGATION

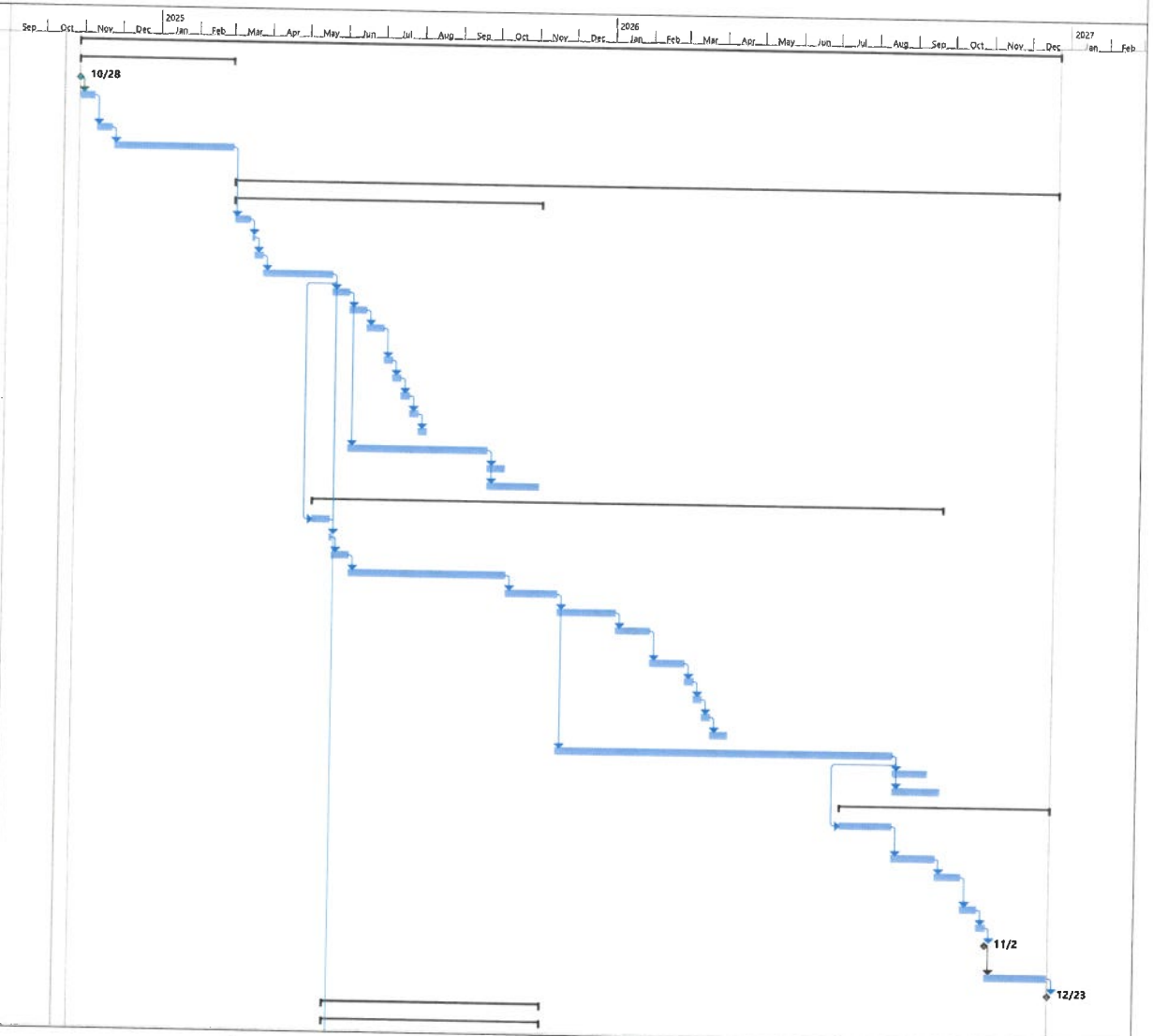
1. G.M.P. does not include an annual landscape maintenance agreement.

2. G.M.P. Includes an allowance for minor landscape and irrigation restoration for damage directly caused by the Phase 1 and Phase 2 Undergrounding scope of work. No other landscape improvements are included for Phase 1 or Phase 2. G.M.P. includes new landscape and irrigation on Seminole Street as shown on the Kimley-Horn Seminole Streetscape set of plans.

EXHIBIT B - SCHEDULE

City Of Stuart
CMAR Undergroundign and Streetscape
Master GMP Schedule

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors
1		**Downtown Stuart Master Schedule**	**545 days**	**Mon 10/28/24**	**Wed 12/23/26**	
2		**Preconstruction**	**90 days**	**Mon 10/28/24**	**Fri 2/28/25**	
3		GMP Apprvoval from Commission/CRA Board	0 days	Mon 10/28/24	Mon 10/28/24	
4		Finallze and Execute Contract B/W BCI and Stuart	10 days	Mon 10/28/24	Fri 11/8/24	3
5		BCI Issue Subcontract Agreements	10 days	Mon 11/11/24	Fri 11/22/24	4
6		Lead Time on Materials	70 days	Mon 11/25/24	Fri 2/28/25	5
7						
8		**Construction**	**455 days**	**Mon 3/3/25**	**Wed 12/23/26**	
9		**Phase 1 Undergrounding**	**177 days**	**Mon 3/3/25**	**Tue 11/4/25**	
10		NPDES Setup, Suvey Staking and Locates	10 days	Mon 3/3/25	Fri 3/14/25	6
11		Mobilization	2 days	Mon 3/17/25	Tue 3/18/25	10
12		Potholing and Exploratory Digging	5 days	Wed 3/19/25	Tue 3/25/25	11
13		Installation of FPL/COMCAST/ATT Conduits	40 days	Wed 3/26/25	Tue 5/20/25	12
14		Installation of FPL Equipment	10 days	Wed 5/21/25	Tue 6/3/25	13
15		Pull FPL Cables	10 days	Wed 6/4/25	Tue 6/17/25	14
16		Installation of FPL Connections at Transformers and Splice Boxes	10 days	Wed 6/18/25	Tue 7/1/25	15
17		Installation of Risers	5 days	Wed 7/2/25	Tue 7/8/25	16
18		Preliminary Redline Asbuilt Drawings	5 days	Wed 7/9/25	Tue 7/15/25	17
19		Asbuilt Review Approval	5 days	Wed 7/16/25	Tue 7/22/25	18
20		FPL Switching Orders	5 days	Wed 7/23/25	Tue 7/29/25	19
21		Switch In New Cable	5 days	Wed 7/30/25	Tue 8/5/25	20
22		Installation of Private Side Services	80 days	Wed 6/4/25	Tue 9/23/25	14
23		Temp Restoration and Final Asbuilt Drawings	10 days	Wed 9/24/25	Tue 10/7/25	22
24		Removal of FPL Poles	30 days	Wed 9/24/25	Tue 11/4/25	22
25		**Phase 2 Undergrounding**	**350 days**	**Wed 5/7/25**	**Fri 9/25/26**	
26		NPDES Setup, Suvey Staking and Locates	10 days	Wed 5/7/25	Tue 5/20/25	13FS-10 days
27		Mobilization	2 days	Wed 5/21/25	Thu 5/22/25	26,13
28		Potholing and Exploratory Digging	10 days	Fri 5/23/25	Thu 6/5/25	27
29		Installation of FPL/COMCAST/ATT Conduits	90 days	Fri 6/6/25	Thu 10/9/25	28
30		Installation of FPL Equipment	30 days	Fri 10/10/25	Thu 11/20/25	29
31		Pull FPL Cables	20 days	Fri 11/21/25	Tue 1/6/26	30
32		Installation of FPL Connections at Transformers and Splice Boxes	20 days	Wed 1/7/26	Tue 2/3/26	31
33		Installation of Risers	20 days	Wed 2/4/26	Tue 3/3/26	32
34		Asbuilt Drawings	5 days	Wed 3/4/26	Tue 3/10/26	33
35		Asbuilt Review Approval	5 days	Wed 3/11/26	Tue 3/17/26	34
36		FPL Switching Orders	5 days	Wed 3/18/26	Tue 3/24/26	35
37		Switch In New Cable	10 days	Wed 3/25/26	Tue 4/7/26	36
38		Installation of Private Side Services	180 days	Fri 11/21/25	Tue 8/18/26	30
39		Restoration and Final Asbuilt Drawings	20 days	Wed 8/19/26	Tue 9/15/26	38
40		FPL Pole Removals	28 days	Wed 8/19/26	Fri 9/25/26	38
41		**Phase2 Streetscape/ Restoration**	**116 days**	**Wed 7/8/26**	**Wed 12/23/26**	
42		Restore Sidewalks, Curbs and Asphalt Patches	30 days	Wed 7/8/26	Tue 8/18/26	38FS-30 days
43		Asphalt Milling and Resurfacing	25 days	Wed 8/19/26	Tue 9/22/26	42
44		Cure Time for Asphalt Befroe Thermo and Crosswalks	15 days	Wed 9/23/26	Tue 10/13/26	43
45		Crosswalks	9 days	Wed 10/14/26	Mon 10/26/26	44
46		Final Clean	5 days	Tue 10/27/26	Mon 11/2/26	45
47		Substantial Completion Phase 2 Undergrounding	0 days	Mon 11/2/26	Mon 11/2/26	46
48		Punchlist Work	32 days	Tue 11/3/26	Wed 12/23/26	47
49		Final Completion	0 days	Wed 12/23/26	Wed 12/23/26	48
50		**STREETSCAPE**	**125 days**	**Wed 5/21/25**	**Tue 11/11/25**	
51		**SEMINOLE STREET**	**125 days**	**Wed 5/21/25**	**Tue 11/11/25**	



GMP Schedule 10/14/24
All Phases of Work - Ph1 and Ph2 Undergrounding With seminole Streetscape

City Of Stuart
CMAR Undergroundign and Streetscape
Master GMP Schedule

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors
52		Mobilization	5 days	Wed 5/21/25	Tue 5/27/25	13
53		Drainage and Utilities	20 days	Wed 5/28/25	Tue 6/24/25	52
54		**Northeast Side Sidewalk Construction**	**17 days**	**Wed 6/25/25**	**Thu 7/17/25**	
55		Demo Sidewalk/Curb	2 days	Wed 6/25/25	Thu 6/26/25	53
56		Exc/Grade for Curb and Sidewalks	2 days	Fri 6/27/25	Mon 6/30/25	55
57		Curb Pad	2 days	Tue 7/1/25	Wed 7/2/25	56
58		Form/Pour Curb	2 days	Thu 7/3/25	Fri 7/4/25	57
59		Exc/Grade for Sidewalk and Driveways	1 day	Mon 7/7/25	Mon 7/7/25	58
60		Irrigation Rough	2 days	Tue 7/8/25	Wed 7/9/25	59
61		Electrical Pole/Hanhole set	2 days	Thu 7/10/25	Fri 7/11/25	60
62		Final grade and Compact Sidewalk Area	1 day	Mon 7/14/25	Mon 7/14/25	61
63		Pour Sidewalk and Driveway Concrete	2 days	Tue 7/15/25	Wed 7/16/25	62
64		Property Tie-ins and Cleanup	1 day	Thu 7/17/25	Thu 7/17/25	63
65		**Northwest Side Sidewalk Construction**	**17 days**	**Fri 7/18/25**	**Mon 8/11/25**	
66		Demo Sidewalk/Curb	2 days	Fri 7/18/25	Mon 7/21/25	64
67		Exc/Grade for Curb and Sidewalks	2 days	Tue 7/22/25	Wed 7/23/25	66
68		Curb Pad	2 days	Thu 7/24/25	Fri 7/25/25	67
69		Form/Pour Curb	2 days	Mon 7/28/25	Tue 7/29/25	68
70		Exc/Grade forSidewalks and Driveways	1 day	Wed 7/30/25	Wed 7/30/25	69
71		Irrigation Rough	2 days	Thu 7/31/25	Fri 8/1/25	70
72		Electrical Pole/Hanhole set	2 days	Mon 8/4/25	Tue 8/5/25	71
73		Final grade and Compact Sidewalk Area	1 day	Wed 8/6/25	Wed 8/6/25	72
74		Pour Sidewalk and Driveway Concrete	2 days	Thu 8/7/25	Fri 8/8/25	73
75		Property Tie-ins and Cleanup	1 day	Mon 8/11/25	Mon 8/11/25	74
76		**Southeast Side Sidewalk Construction**	**17 days**	**Tue 8/12/25**	**Wed 9/3/25**	
77		Demo Sidewalk/Curb	2 days	Tue 8/12/25	Wed 8/13/25	75
78		Exc/Grade for Curb and Sidewalks	2 days	Thu 8/14/25	Fri 8/15/25	77
79		Curb Pad	2 days	Mon 8/18/25	Tue 8/19/25	78
80		Form/Pour Curb	2 days	Wed 8/20/25	Thu 8/21/25	79
81		Exc/Grade for Sidewalk and Driveways	1 day	Fri 8/22/25	Fri 8/22/25	80
82		Irrigation Rough	2 days	Mon 8/25/25	Tue 8/26/25	81
83		Electrical Pole/Hanhole set	2 days	Wed 8/27/25	Thu 8/28/25	82
84		Final grade and Compact Sidewalk Area	1 day	Fri 8/29/25	Fri 8/29/25	83
85		Pour Sidewalk and Driveway Concrete	2 days	Mon 9/1/25	Tue 9/2/25	84
86		Property Tie-ins and Cleanup	1 day	Wed 9/3/25	Wed 9/3/25	85
87		**Southwest Side Sidewalk Construction**	**17 days**	**Thu 9/4/25**	**Fri 9/26/25**	
88		Demo Sidewalk/Curb	2 days	Thu 9/4/25	Fri 9/5/25	86
89		Exc/Grade for Curb and Sidewalks	2 days	Mon 9/8/25	Tue 9/9/25	88
90		Curb Pad	2 days	Wed 9/10/25	Thu 9/11/25	89
91		Form/Pour Curb	2 days	Fri 9/12/25	Mon 9/15/25	90
92		Exc/Grade for Sidewalk and Driveways	1 day	Tue 9/16/25	Tue 9/16/25	91
93		Irrigation Rough	2 days	Wed 9/17/25	Thu 9/18/25	92
94		Electrical Pole/Hanhole set	2 days	Fri 9/19/25	Mon 9/22/25	93
95		Final grade and Compact Sidewalk Area	1 day	Tue 9/23/25	Tue 9/23/25	94
96		Pour Sidewalk and Driveway Concrete	2 days	Wed 9/24/25	Thu 9/25/25	95
97		Property Tie-ins and Cleanup	1 day	Fri 9/26/25	Fri 9/26/25	96
98		**Roadway**	**32 days**	**Mon 9/29/25**	**Tue 11/11/25**	
99		57 Rock Base and Underdrain for Roadway	10 days	Mon 9/29/25	Fri 10/10/25	97
100		Landscape Tree Install	4 days	Mon 10/13/25	Thu 10/16/25	99
101		Paver Install Roadway	10 days	Fri 10/17/25	Thu 10/30/25	100
102		Mill and Resurface	3 days	Fri 10/31/25	Tue 11/4/25	101
103		Final Cleanup	5 days	Wed 11/5/25	Tue 11/11/25	102
104		Substantial Completion Seminole Streetscape	0 days	Tue 11/11/25	Tue 11/11/25	103

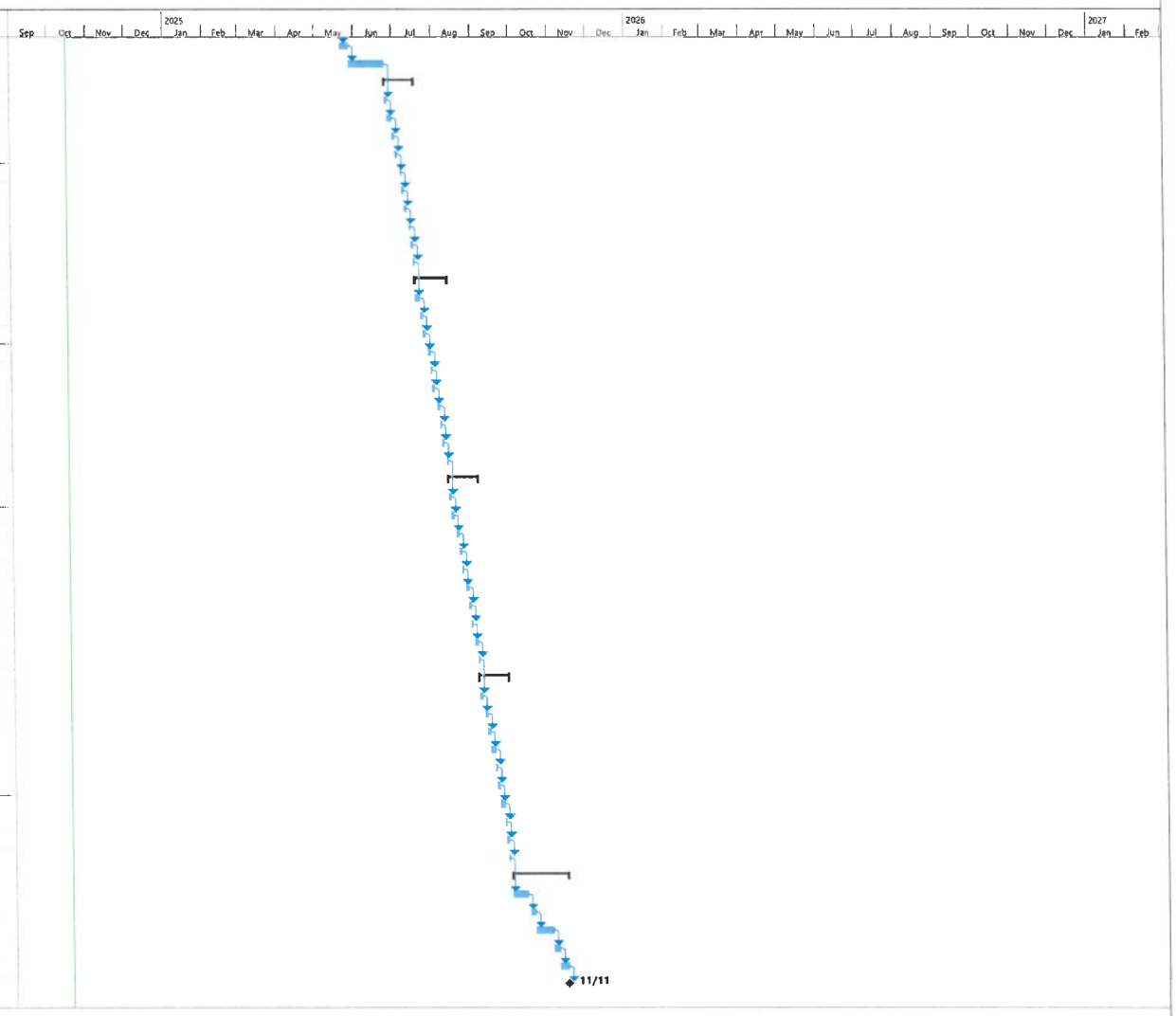


EXHIBIT C - LIST OF DRAWINGS AND SPECIFICATIONS

City of Stuart
Phase 1 Undergrounding - Seminole Street
Phase 2 Undergrounding - Osceola Street
Seminole Streetscape

Guaranteed Maximum Price
Based on Bid Set Construction Documents

PLAN LOG - 10/14/24

GENERAL

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
PH I UNDERGROUNDING					
C-1	COVER	0	5/1/23	6/13/2024	OVERHEAD UTILITY UNDERGROUNDING PROJECT PHASE I
C-2	FPL SUPPLEMENTAL DRAWING	0	5/1/23	6/13/2024	OVERHEAD UTILITY UNDERGROUNDING PROJECT PHASE I
C-3	COMCAST SUPPLEMENTAL DRAWING	0	5/1/23	6/13/2024	OVERHEAD UTILITY UNDERGROUNDING PROJECT PHASE I
C-4	AT&T SUPPLEMENTAL DRAWING	0	5/1/23	6/13/2024	OVERHEAD UTILITY UNDERGROUNDING PROJECT PHASE I
C-5	SPECIFICATION DRAWING	0	5/1/23	6/13/2024	OVERHEAD UTILITY UNDERGROUNDING PROJECT PHASE I
PH II UNDERGROUNDING					
C1.00	COVER SHEET	0	5/1/23	6/13/2024	CONSTRUCTION PLANS FOR SW OSCEOLA STREET UNDERGROUNDING
C2.00	GENERAL NOTES	0	5/1/23	6/13/2024	CONSTRUCTION PLANS FOR SW OSCEOLA STREET UNDERGROUNDING
C2.01	GENERAL NOTES	0	5/1/23	6/13/2024	CONSTRUCTION PLANS FOR SW OSCEOLA STREET UNDERGROUNDING
C2.02	GENERAL NOTES	0	5/1/23	6/13/2024	CONSTRUCTION PLANS FOR SW OSCEOLA STREET UNDERGROUNDING
C2.03	GENERAL NOTES	0	5/1/23	6/13/2024	CONSTRUCTION PLANS FOR SW OSCEOLA STREET UNDERGROUNDING
C2.04	KEY SHEET	0	5/1/23	6/13/2024	CONSTRUCTION PLANS FOR SW OSCEOLA STREET UNDERGROUNDING
C3.00	STREET LIGHTING PLAN	0	5/1/23	6/13/2024	CONSTRUCTION PLANS FOR SW OSCEOLA STREET UNDERGROUNDING
C3.01	STREET LIGHTING PLAN	0	5/1/23	6/13/2024	CONSTRUCTION PLANS FOR SW OSCEOLA STREET UNDERGROUNDING
C3.02	STREET LIGHTING PLAN	0	5/1/23	6/13/2024	CONSTRUCTION PLANS FOR SW OSCEOLA STREET UNDERGROUNDING
C3.03	STREET LIGHTING PLAN	0	5/1/23	6/13/2024	CONSTRUCTION PLANS FOR SW OSCEOLA STREET UNDERGROUNDING
C3.04	FPL PROFILE	0	5/1/23	6/13/2024	CONSTRUCTION PLANS FOR SW OSCEOLA STREET UNDERGROUNDING
C3.05	FPL PROFILE	0	5/1/23	6/13/2024	CONSTRUCTION PLANS FOR SW OSCEOLA STREET UNDERGROUNDING
C4.00	ATT-COMCAST CONDUIT PLAN	0	5/1/23	6/13/2024	CONSTRUCTION PLANS FOR SW OSCEOLA STREET UNDERGROUNDING
C4.01	ATT-COMCAST CONDUIT PLAN	0	5/1/23	6/13/2024	CONSTRUCTION PLANS FOR SW OSCEOLA STREET UNDERGROUNDING
C4.02	ATT-COMCAST CONDUIT PLAN	0	5/1/23	6/13/2024	CONSTRUCTION PLANS FOR SW OSCEOLA STREET UNDERGROUNDING
C4.03	ATT-COMCAST CONDUIT PLAN	0	5/1/23	6/13/2024	CONSTRUCTION PLANS FOR SW OSCEOLA STREET UNDERGROUNDING
C4.04	ATT-COMCAST CONDUIT PLAN	0	5/1/23	6/13/2024	CONSTRUCTION PLANS FOR SW OSCEOLA STREET UNDERGROUNDING
C5.00	FPL CONSTRUCTION DETAILS	0	5/1/23	6/13/2024	CONSTRUCTION PLANS FOR SW OSCEOLA STREET UNDERGROUNDING
C5.01	FPL CONSTRUCTION DETAILS	0	5/1/23	6/13/2024	CONSTRUCTION PLANS FOR SW OSCEOLA STREET UNDERGROUNDING
C6.00	ATT CONSTRUCTION DETAILS	0	5/1/23	6/13/2024	CONSTRUCTION PLANS FOR SW OSCEOLA STREET UNDERGROUNDING
C7.00	COMCAST CONSTRUCTION DETAILS	0	5/1/23	6/13/2024	CONSTRUCTION PLANS FOR SW OSCEOLA STREET UNDERGROUNDING
C8.00	ROADWAY DETAILS	0	5/1/23	6/13/2024	CONSTRUCTION PLANS FOR SW OSCEOLA STREET UNDERGROUNDING
C8.01	CONSTRUCTION DETAILS	0	5/1/23	6/13/2024	CONSTRUCTION PLANS FOR SW OSCEOLA STREET UNDERGROUNDING
C9.00	STREET LIGHTING DETAILS	0	5/1/23	6/13/2024	CONSTRUCTION PLANS FOR SW OSCEOLA STREET UNDERGROUNDING
C10.00	MILLING & RESURFACING PLAN	0	5/1/23	6/13/2024	CONSTRUCTION PLANS FOR SW OSCEOLA STREET UNDERGROUNDING
C10.01	MILLING & RESURFACING PLAN	0	5/1/23	6/13/2024	CONSTRUCTION PLANS FOR SW OSCEOLA STREET UNDERGROUNDING
C10.02	MILLING & RESURFACING PLAN	0	5/1/23	6/13/2024	CONSTRUCTION PLANS FOR SW OSCEOLA STREET UNDERGROUNDING
C10.03	MILLING & RESURFACING PLAN	0	5/1/23	6/13/2024	CONSTRUCTION PLANS FOR SW OSCEOLA STREET UNDERGROUNDING
C11.00	SERVICE SIZING TABLE ELECTRIC SERVICE MODIFICATIONS	0	5/1/23	6/13/2024	CONSTRUCTION PLANS FOR SW OSCEOLA STREET UNDERGROUNDING

BURKHARDT CONSTRUCTION, INC

C11.01	SERVICE SIZING TABLE ELECTRIC SERVICE MODIFICATIONS	0	5/1/23	6/13/2024	CONSTRUCTION PLANS FOR SW OSCEOLA STREET UNDERGROUNDING
C11.02	SERVICE SIZING TABLE ELECTRIC SERVICE MODIFICATIONS	0	5/1/23	6/13/2024	CONSTRUCTION PLANS FOR SW OSCEOLA STREET UNDERGROUNDING
C11.03	SERVICE SIZING TABLE ELECTRIC SERVICE MODIFICATIONS	0	5/1/23	6/13/2024	CONSTRUCTION PLANS FOR SW OSCEOLA STREET UNDERGROUNDING
C11.04	SERVICE SIZING TABLE ELECTRIC SERVICE MODIFICATIONS	0	5/1/23	6/13/2024	CONSTRUCTION PLANS FOR SW OSCEOLA STREET UNDERGROUNDING
C11.05	SERVICE SIZING TABLE ELECTRIC SERVICE MODIFICATIONS	0	5/1/23	6/13/2024	CONSTRUCTION PLANS FOR SW OSCEOLA STREET UNDERGROUNDING
C11.06	SERVICE SIZING TABLE ELECTRIC SERVICE MODIFICATIONS	0	5/1/23	6/13/2024	CONSTRUCTION PLANS FOR SW OSCEOLA STREET UNDERGROUNDING
C11.07	SERVICE SIZING TABLE ELECTRIC SERVICE MODIFICATIONS	0	5/1/23	6/13/2024	CONSTRUCTION PLANS FOR SW OSCEOLA STREET UNDERGROUNDING
C11.08	SERVICE SIZING TABLE ELECTRIC SERVICE MODIFICATIONS	0	5/1/23	6/13/2024	CONSTRUCTION PLANS FOR SW OSCEOLA STREET UNDERGROUNDING
C11.09	SERVICE SIZING TABLE ELECTRIC SERVICE MODIFICATIONS	0	5/1/23	6/13/2024	CONSTRUCTION PLANS FOR SW OSCEOLA STREET UNDERGROUNDING
SEMINOLE STREETSCAPE					
1	COVER	0	5/1/23	6/13/2024	SEMINOLE STREET ROADWAY IMPROVEMENTS BID PLANS
2	GENERAL NOTES	0	5/1/23	6/13/2024	SEMINOLE STREET ROADWAY IMPROVEMENTS BID PLANS
3	GENERAL NOTES	0	5/1/23	6/13/2024	SEMINOLE STREET ROADWAY IMPROVEMENTS BID PLANS
4	SUMMARY OF PAY ITEMS	0	5/1/23	6/13/2024	SEMINOLE STREET ROADWAY IMPROVEMENTS BID PLANS
5	TYPICAL SECTION	0	5/1/23	6/13/2024	SEMINOLE STREET ROADWAY IMPROVEMENTS BID PLANS
5A	TYPICAL SECTION	0	5/1/23	6/13/2024	SEMINOLE STREET ROADWAY IMPROVEMENTS BID PLANS
6	PROJECT LA YOUT	0	5/1/23	6/13/2024	SEMINOLE STREET ROADWAY IMPROVEMENTS BID PLANS
7	PLAN & PROFILE	0	5/1/23	6/13/2024	SEMINOLE STREET ROADWAY IMPROVEMENTS BID PLANS
8	PLAN & PROFILE	0	5/1/23	6/13/2024	SEMINOLE STREET ROADWAY IMPROVEMENTS BID PLANS
9	MISCELLANEOUS DETAILS	0	5/1/23	6/13/2024	SEMINOLE STREET ROADWAY IMPROVEMENTS BID PLANS
10	MISCELLANEOUS DETAILS	0	5/1/23	6/13/2024	SEMINOLE STREET ROADWAY IMPROVEMENTS BID PLANS
11	MISCELLANEOUS DETAILS	0	5/1/23	6/13/2024	SEMINOLE STREET ROADWAY IMPROVEMENTS BID PLANS
11A	MISCELLANEOUS DETAILS	0	5/1/23	6/13/2024	SEMINOLE STREET ROADWAY IMPROVEMENTS BID PLANS
11B	MISCELLANEOUS DETAILS	0	5/1/23	6/13/2024	SEMINOLE STREET ROADWAY IMPROVEMENTS BID PLANS
11C	PERMEABLE ARTICULATED BLOCK DETAILS	0	5/1/23	6/13/2024	SEMINOLE STREET ROADWAY IMPROVEMENTS BID PLANS
11D	PERMEABLE ARTICULATED BLOCK DETAILS	0	5/1/23	6/13/2024	SEMINOLE STREET ROADWAY IMPROVEMENTS BID PLANS
11E	PERMEABLE ARTICULATED BLOCK DETAILS	0	5/1/23	6/13/2024	SEMINOLE STREET ROADWAY IMPROVEMENTS BID PLANS
11F	PERMEABLE ARTICULATED BLOCK DETAILS	0	5/1/23	6/13/2024	SEMINOLE STREET ROADWAY IMPROVEMENTS BID PLANS
11G	PERMEABLE ARTICULATED BLOCK DETAILS	0	5/1/23	6/13/2024	SEMINOLE STREET ROADWAY IMPROVEMENTS BID PLANS
11H	PERMEABLE ARTICULATED BLOCK DETAILS	0	5/1/23	6/13/2024	SEMINOLE STREET ROADWAY IMPROVEMENTS BID PLANS
12	SEMINOLE STREET CROSS SECTIONS	0	5/1/23	6/13/2024	SEMINOLE STREET ROADWAY IMPROVEMENTS BID PLANS
13	SEMINOLE STREET CROSS SECTIONS	0	5/1/23	6/13/2024	SEMINOLE STREET ROADWAY IMPROVEMENTS BID PLANS
14	SEMINOLE STREET CROSS SECTIONS	0	5/1/23	6/13/2024	SEMINOLE STREET ROADWAY IMPROVEMENTS BID PLANS
15	SEMINOLE STREET CROSS SECTIONS	0	5/1/23	6/13/2024	SEMINOLE STREET ROADWAY IMPROVEMENTS BID PLANS
16	SEMINOLE STREET CROSS SECTIONS	0	5/1/23	6/13/2024	SEMINOLE STREET ROADWAY IMPROVEMENTS BID PLANS
17	SEMINOLE STREET CROSS SECTIONS	0	5/1/23	6/13/2024	SEMINOLE STREET ROADWAY IMPROVEMENTS BID PLANS
18	SIGNING AND MARKING	0	5/1/23	6/13/2024	SEMINOLE STREET ROADWAY IMPROVEMENTS BID PLANS
19	EROSION CONTROL GENERAL NOTES	0	5/1/23	6/13/2024	SEMINOLE STREET ROADWAY IMPROVEMENTS BID PLANS
20	EROSION CONTROL GENERAL NOTES	0	5/1/23	6/13/2024	SEMINOLE STREET ROADWAY IMPROVEMENTS BID PLANS
21	EROSION CONTROL	0	5/1/23	6/13/2024	SEMINOLE STREET ROADWAY IMPROVEMENTS BID PLANS
22	HARDSCAPE / LANDSCAPE	0	5/1/23	6/13/2024	SEMINOLE STREET ROADWAY IMPROVEMENTS BID PLANS
23	HARDSCAPE / LANDSCAPE	0	5/1/23	6/13/2024	SEMINOLE STREET ROADWAY IMPROVEMENTS BID PLANS

24	HARDSCAPE / LANDSCAPE DETAILS	0	5/1/23	6/13/2024	SEMINOLE STREET ROADWAY IMPROVEMENTS BID PLANS
25	HARDSCAPE / LANDSCAPE DETAILS	0	5/1/23	6/13/2024	SEMINOLE STREET ROADWAY IMPROVEMENTS BID PLANS
26	IRRIGATION PLAN	0	5/1/23	6/13/2024	SEMINOLE STREET ROADWAY IMPROVEMENTS BID PLANS
27	IRRIGATION DETAILS	0	5/1/23	6/13/2024	SEMINOLE STREET ROADWAY IMPROVEMENTS BID PLANS
28	IRRIGATION DETAILS	0	5/1/23	6/13/2024	SEMINOLE STREET ROADWAY IMPROVEMENTS BID PLANS
29	IRRIGATION DETAILS	0	5/1/23	6/13/2024	SEMINOLE STREET ROADWAY IMPROVEMENTS BID PLANS
30	LIGHTING PLAN	0	5/1/23	6/13/2024	SEMINOLE STREET ROADWAY IMPROVEMENTS BID PLANS
31	LIGHTING PLAN	0	5/1/23	6/13/2024	SEMINOLE STREET ROADWAY IMPROVEMENTS BID PLANS
32	LIGHTING PLAN	0	5/1/23	6/13/2024	SEMINOLE STREET ROADWAY IMPROVEMENTS BID PLANS
33	LIGHTING DETAILS	0	5/1/23	6/13/2024	SEMINOLE STREET ROADWAY IMPROVEMENTS BID PLANS

SPECIFICATIONS - 10/14/24

PH II UNDERGROUNDING

TECHNICAL SPECIFICATIONS OSCEOLA STREET UNDERGROUNDING	0	APRIL 2023	6/13/2024	

BURKHARDT CONSTRUCTION, INC

EXHIBIT D CERTIFICATE OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/01/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Brown & Brown Insurance Services, Inc.
1201 W Cypress Creek Rd
Suite 130
Fort Lauderdale FL 33309

CONTACT NAME:
PHONE (A/C, No, Ext): (954) 776-2222 FAX (A/C, No): (954) 776-4446
E-MAIL ADDRESS: 053.certs@bbrown.com

INSURED
Burkhardt Construction, Inc.
1400 Alabama Avenue, Suite 20
West Palm Beach FL 33401-7048

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Amerisure Mutual Insurance Company	23396
INSURER B :	Amerisure Insurance Company	19488
INSURER C :	The North River Insurance Company	21105
INSURER D :	Lloyd's	85202
INSURER E :		
INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** 24-25 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			GL208954111	10/01/2024	10/01/2025	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			CA208954211	10/01/2024	10/01/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
C	[X] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 0			5821241013	10/01/2024	10/01/2025	EACH OCCURRENCE	$ 4,000,000
							AGGREGATE	$ 4,000,000
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
D	Professional Liability			KAE0001549	07/22/2024	07/22/2025	Per Claim	$1,000,000
							Aggregate	$1,000,000
							Deductible	$15,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER
City of Stuart
121 S.W. Flagler Avenue
Stuart FL 34994

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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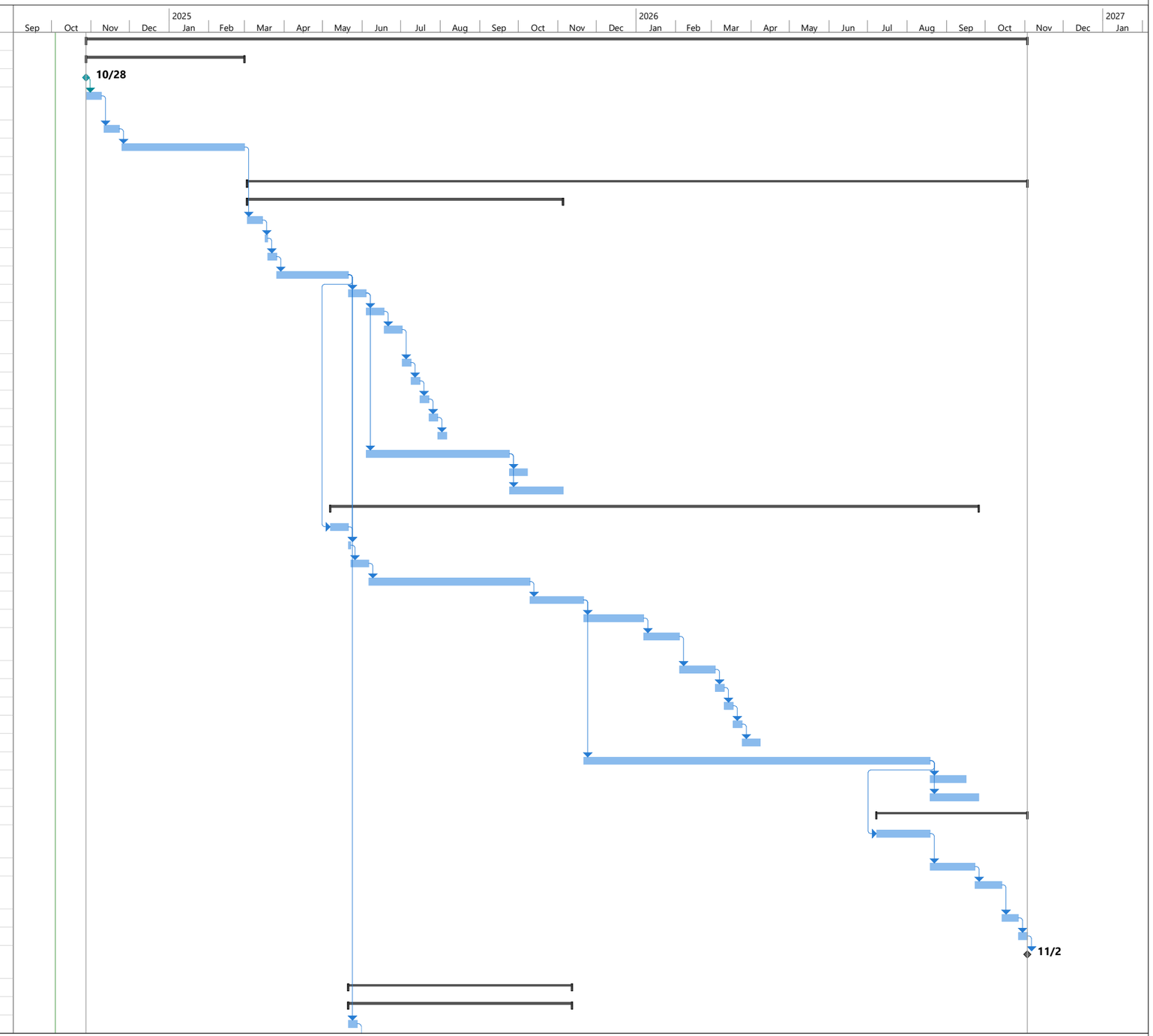
City Of Stuart
CMAR Undergrounding and Streetscape
Master GMP Schedule

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors
1		**Downtown Stuart Master Schedule**	**513 days**	**Mon 10/28/24**	**Mon 11/2/26**	
2		**Preconstruction**	**90 days**	**Mon 10/28/24**	**Fri 2/28/25**	
3		GMP Apprvoval from Commission/CRA Board	0 days	Mon 10/28/24	Mon 10/28/24	
4		Finalize and Execute Contract B/W BCI and Stuart	10 days	Mon 10/28/24	Fri 11/8/24	3
5		BCI Issue Subcontract Agreements	10 days	Mon 11/11/24	Fri 11/22/24	4
6		Lead Time on Materials	70 days	Mon 11/25/24	Fri 2/28/25	5
7						
8		**Construction**	**423 days**	**Mon 3/3/25**	**Mon 11/2/26**	
9		**Phase 1 Undergrounding**	**177 days**	**Mon 3/3/25**	**Tue 11/4/25**	
10		NPDES Setup, Suvey Staking and Locates	10 days	Mon 3/3/25	Fri 3/14/25	6
11		Mobilization	2 days	Mon 3/17/25	Tue 3/18/25	10
12		Potholing and Exploratory Digging	5 days	Wed 3/19/25	Tue 3/25/25	11
13		Installation of FPL/COMCAST/ATT Conduits	40 days	Wed 3/26/25	Tue 5/20/25	12
14		Installation of FPL Equipment	10 days	Wed 5/21/25	Tue 6/3/25	13
15		Pull FPL Cables	10 days	Wed 6/4/25	Tue 6/17/25	14
16		Installation of FPL Connections at Transformers and Splice Boxes	10 days	Wed 6/18/25	Tue 7/1/25	15
17		Installation of Risers	5 days	Wed 7/2/25	Tue 7/8/25	16
18		Preliminary Redline Asbuilt Drawings	5 days	Wed 7/9/25	Tue 7/15/25	17
19		Asbuilt Review Approval	5 days	Wed 7/16/25	Tue 7/22/25	18
20		FPL Switching Orders	5 days	Wed 7/23/25	Tue 7/29/25	19
21		Switch in New Cable	5 days	Wed 7/30/25	Tue 8/5/25	20
22		Installation of Private Side Services	80 days	Wed 6/4/25	Tue 9/23/25	14
23		Temp Restoration and Final Asbuilt Drawings	10 days	Wed 9/24/25	Tue 10/7/25	22
24		Removal of FPL Poles	30 days	Wed 9/24/25	Tue 11/4/25	22
25		**Phase 2 Undergrounding**	**350 days**	**Wed 5/7/25**	**Fri 9/25/26**	
26		NPDES Setup, Suvey Staking and Locates	10 days	Wed 5/7/25	Tue 5/20/25	13FS-10 days
27		Mobilization	2 days	Wed 5/21/25	Thu 5/22/25	26,13
28		Potholing and Exploratory Digging	10 days	Fri 5/23/25	Thu 6/5/25	27
29		Installation of FPL/COMCAST/ATT Conduits	90 days	Fri 6/6/25	Thu 10/9/25	28
30		Installation of FPL Equipment	30 days	Fri 10/10/25	Thu 11/20/25	29
31		Pull FPL Cables	20 days	Fri 11/21/25	Tue 1/6/26	30
32		Installation of FPL Connections at Transformers and Splice Boxes	20 days	Wed 1/7/26	Tue 2/3/26	31
33		Installation of Risers	20 days	Wed 2/4/26	Tue 3/3/26	32
34		Asbuilt Drawings	5 days	Wed 3/4/26	Tue 3/10/26	33
35		Asbuilt Review Approval	5 days	Wed 3/11/26	Tue 3/17/26	34
36		FPL Switching Orders	5 days	Wed 3/18/26	Tue 3/24/26	35
37		Switch in New Cable	10 days	Wed 3/25/26	Tue 4/7/26	36
38		Installation of Private Side Services	180 days	Fri 11/21/25	Tue 8/18/26	30
39		Restoration and Final Asbuilt Drawings	20 days	Wed 8/19/26	Tue 9/15/26	38
40		FPL Pole Removals	28 days	Wed 8/19/26	Fri 9/25/26	38
41		**Phase2 Streetscape/ Restoration**	**84 days**	**Wed 7/8/26**	**Mon 11/2/26**	
42		Restore Sidewalks, Curbs and Asphalt Patches	30 days	Wed 7/8/26	Tue 8/18/26	38FS-30 days
43		Asphalt Milling and Resurfacing	25 days	Wed 8/19/26	Tue 9/22/26	42
44		Cure Time for Asphalt Befroe Thermo and Crosswalks	15 days	Wed 9/23/26	Tue 10/13/26	43
45		Crosswalks	9 days	Wed 10/14/26	Mon 10/26/26	44
46		Final Clean	5 days	Tue 10/27/26	Mon 11/2/26	45
47		Substantial Completion Phase 2 Undergrounding	0 days	Mon 11/2/26	Mon 11/2/26	46
48		**STREETSCAPE**	**125 days**	**Wed 5/21/25**	**Tue 11/11/25**	
49		**SEMINOLE STREET**	**125 days**	**Wed 5/21/25**	**Tue 11/11/25**	
50		Mobilization	5 days	Wed 5/21/25	Tue 5/27/25	13

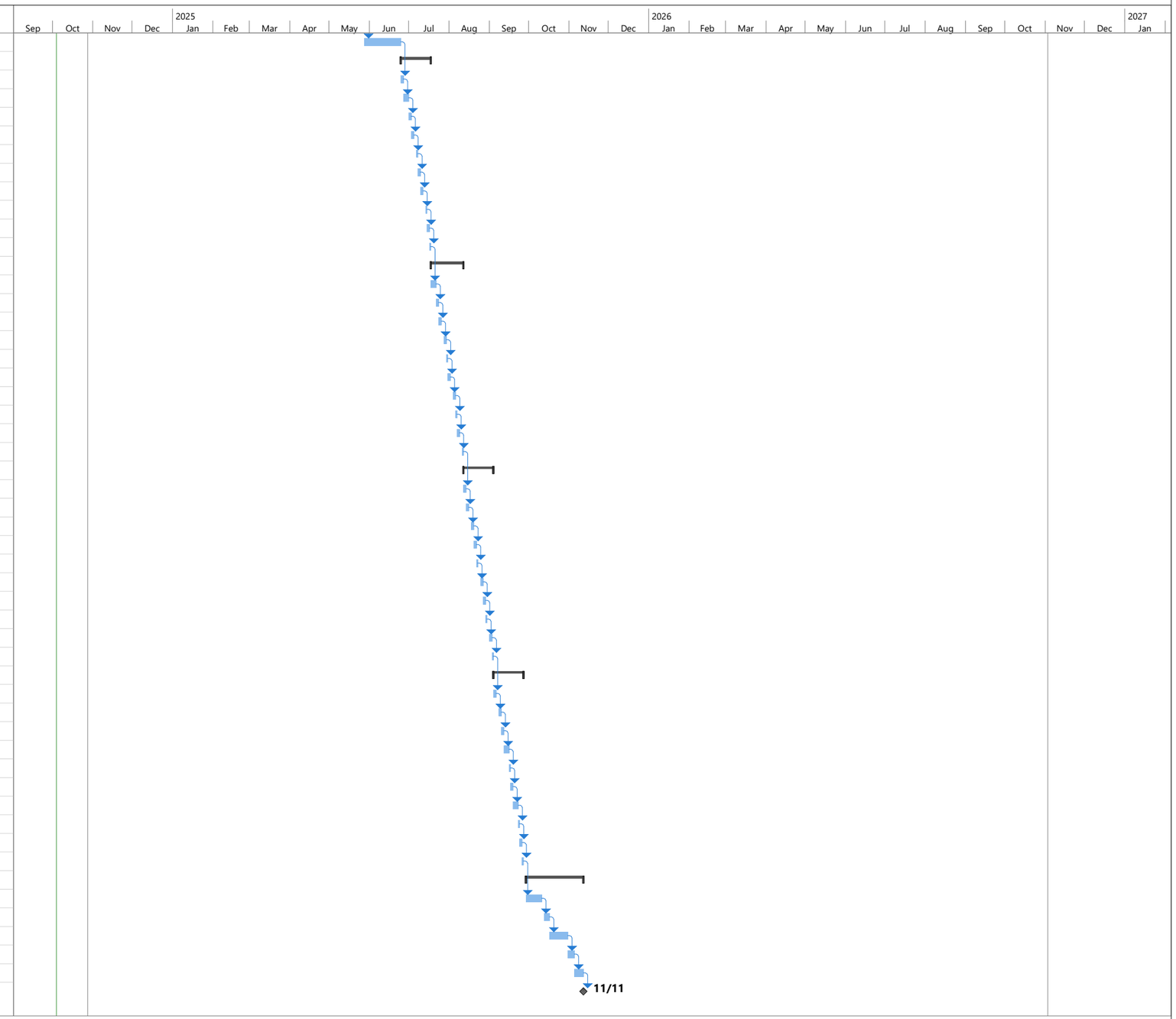


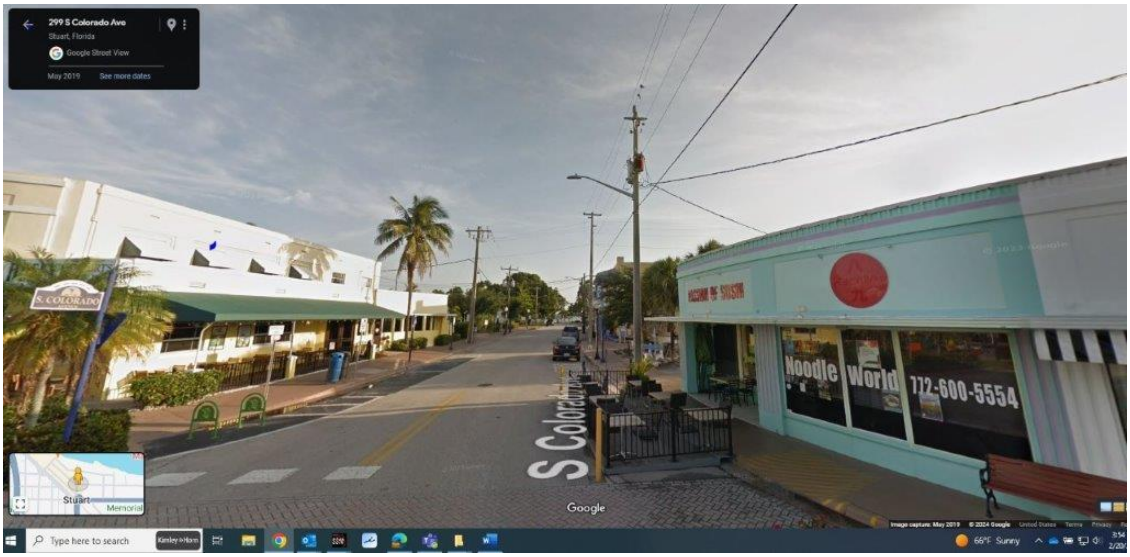
GMP Schedule 10/4/24
All Phases of Work - Ph1 and Ph2 Undergrounding With Seminole Streetscape

Page 1

City Of Stuart
CMAR Undergroundign and Streetscape
Master GMP Schedule

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors
51		Drainage and Utilities	20 days	Wed 5/28/25	Tue 6/24/25	50
52		**Northeast Side Sidewalk Construction**	**17 days**	**Wed 6/25/25**	**Thu 7/17/25**	
53		Demo Sidewalk/Curb	2 days	Wed 6/25/25	Thu 6/26/25	51
54		Exc/Grade for Curb and Sidewalks	2 days	Fri 6/27/25	Mon 6/30/25	53
55		Curb Pad	2 days	Tue 7/1/25	Wed 7/2/25	54
56		Form/Pour Curb	2 days	Thu 7/3/25	Fri 7/4/25	55
57		Exc/Grade for Sidewalk and Driveways	1 day	Mon 7/7/25	Mon 7/7/25	56
58		Irrigation Rough	2 days	Tue 7/8/25	Wed 7/9/25	57
59		Electrical Pole/Hanhole set	2 days	Thu 7/10/25	Fri 7/11/25	58
60		Final grade and Compact Sidewalk Area	1 day	Mon 7/14/25	Mon 7/14/25	59
61		Pour Sidewalk and Driveway Concrete	2 days	Tue 7/15/25	Wed 7/16/25	60
62		Property Tie-ins and Cleanup	1 day	Thu 7/17/25	Thu 7/17/25	61
63		**Northwest Side Sidewalk Construction**	**17 days**	**Fri 7/18/25**	**Mon 8/11/25**	
64		Demo Sidewalk/Curb	2 days	Fri 7/18/25	Mon 7/21/25	62
65		Exc/Grade for Curb and Sidewalks	2 days	Tue 7/22/25	Wed 7/23/25	64
66		Curb Pad	2 days	Thu 7/24/25	Fri 7/25/25	65
67		Form/Pour Curb	2 days	Mon 7/28/25	Tue 7/29/25	66
68		Exc/Grade forSidewalks and Driveways	1 day	Wed 7/30/25	Wed 7/30/25	67
69		Irrigation Rough	2 days	Thu 7/31/25	Fri 8/1/25	68
70		Electrical Pole/Hanhole set	2 days	Mon 8/4/25	Tue 8/5/25	69
71		Final grade and Compact Sidewalk Area	1 day	Wed 8/6/25	Wed 8/6/25	70
72		Pour Sidewalk and Driveway Concrete	2 days	Thu 8/7/25	Fri 8/8/25	71
73		Property Tie-ins and Cleanup	1 day	Mon 8/11/25	Mon 8/11/25	72
74		**Southeast Side Sidewalk Construction**	**17 days**	**Tue 8/12/25**	**Wed 9/3/25**	
75		Demo Sidewalk/Curb	2 days	Tue 8/12/25	Wed 8/13/25	73
76		Exc/Grade for Curb and Sidewalks	2 days	Thu 8/14/25	Fri 8/15/25	75
77		Curb Pad	2 days	Mon 8/18/25	Tue 8/19/25	76
78		Form/Pour Curb	2 days	Wed 8/20/25	Thu 8/21/25	77
79		Exc/Grade for Sidewalk and Driveways	1 day	Fri 8/22/25	Fri 8/22/25	78
80		Irrigation Rough	2 days	Mon 8/25/25	Tue 8/26/25	79
81		Electrical Pole/Hanhole set	2 days	Wed 8/27/25	Thu 8/28/25	80
82		Final grade and Compact Sidewalk Area	1 day	Fri 8/29/25	Fri 8/29/25	81
83		Pour Sidewalk and Driveway Concrete	2 days	Mon 9/1/25	Tue 9/2/25	82
84		Property Tie-ins and Cleanup	1 day	Wed 9/3/25	Wed 9/3/25	83
85		**Southwest Side Sidewalk Construction**	**17 days**	**Thu 9/4/25**	**Fri 9/26/25**	
86		Demo Sidewalk/Curb	2 days	Thu 9/4/25	Fri 9/5/25	84
87		Exc/Grade for Curb and Sidewalks	2 days	Mon 9/8/25	Tue 9/9/25	86
88		Curb Pad	2 days	Wed 9/10/25	Thu 9/11/25	87
89		Form/Pour Curb	2 days	Fri 9/12/25	Mon 9/15/25	88
90		Exc/Grade for Sidewalk and Driveways	1 day	Tue 9/16/25	Tue 9/16/25	89
91		Irrigation Rough	2 days	Wed 9/17/25	Thu 9/18/25	90
92		Electrical Pole/Hanhole set	2 days	Fri 9/19/25	Mon 9/22/25	91
93		Final grade and Compact Sidewalk Area	1 day	Tue 9/23/25	Tue 9/23/25	92
94		Pour Sidewalk and Driveway Concrete	2 days	Wed 9/24/25	Thu 9/25/25	93
95		Property Tie-ins and Cleanup	1 day	Fri 9/26/25	Fri 9/26/25	94
96		**Roadway**	**32 days**	**Mon 9/29/25**	**Tue 11/11/25**	
97		57 Rock Base and Underdrain for Roadway	10 days	Mon 9/29/25	Fri 10/10/25	95
98		Landscape Tree Install	4 days	Mon 10/13/25	Thu 10/16/25	97
99		Paver Install Roadway	10 days	Fri 10/17/25	Thu 10/30/25	98
100		Mill and Resurface	3 days	Fri 10/31/25	Tue 11/4/25	99
101		Final Cleanup	5 days	Wed 11/5/25	Tue 11/11/25	100
102		Substantial Completion Seminole Streetscape	0 days	Tue 11/11/25	Tue 11/11/25	101





Colorado Avenue:
Before

Colorado Avenue:
After

Osceola Street:
Before

Osceola Street:
After

St. Lucie Avenue:
Before

St. Lucie Avenue:
After

Untitled Map
Write a description for your map.
Legend
MARIA'S CAFE
MOTORCYCLE ONLY
3HR PARKING M-S 8-6
3HR

MARIA'S CAFE
MOTORCYCLE ONLY
3HR PARKING M-S 8-6

EXISTING CONDITIONS

SEMINOLE STREET

Osceola Street - Before

Osceola Street - After

Estimated 3 Parking Stalls Lost

Colorado Avenue - Before

Colorado Avenue - After

Estimated 3 Parking Stalls Lost

Seminole Street - Before

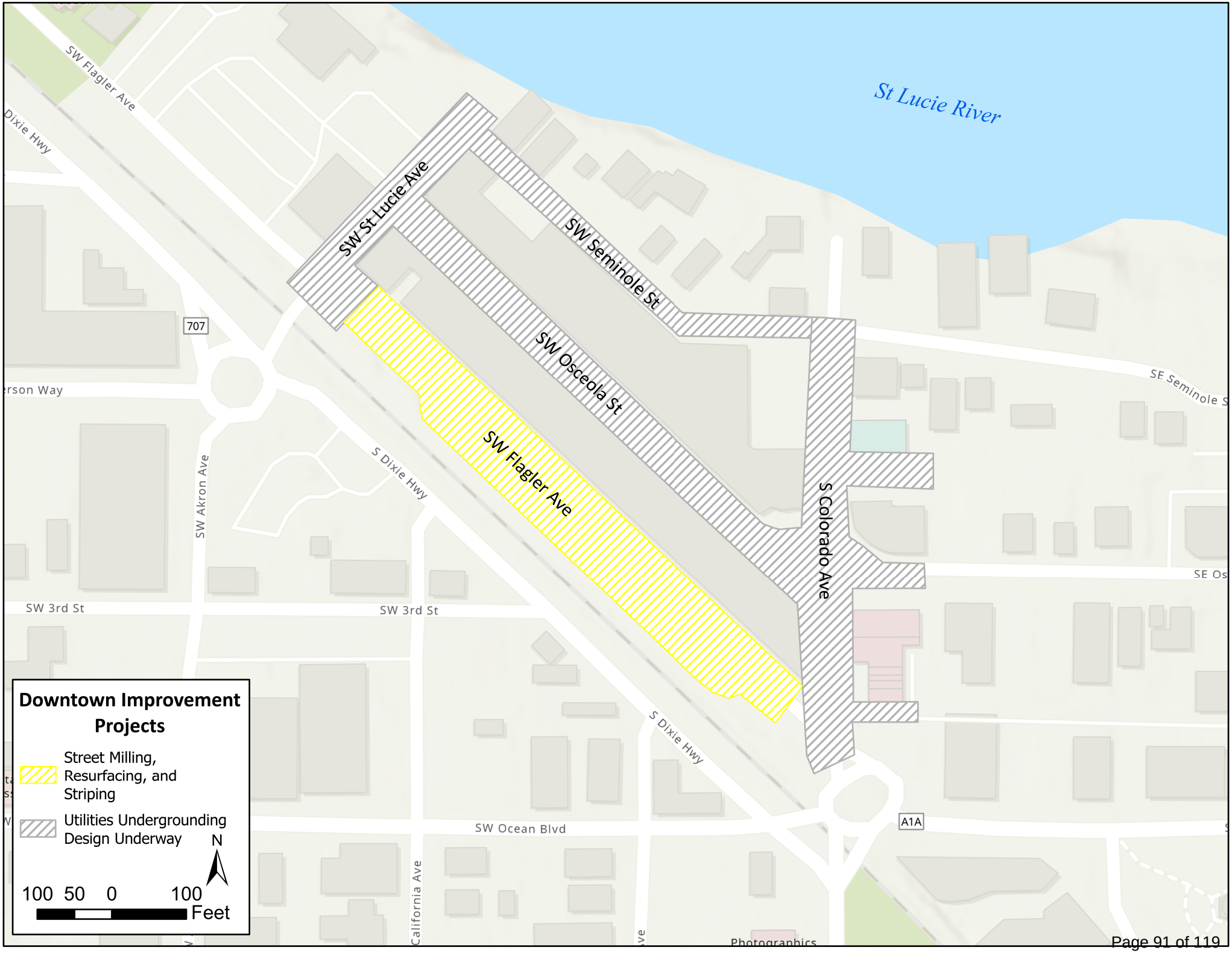
Seminole Street - After

Estimated 4 Parking Stalls Lost

St. Lucie Avenue - Before

St. Lucie Avenue - After

No Loss of Parking


St Lucie River
SW St Lucie Ave
SW Seminole St
SW Osceola St
SW Flagler Ave
S Colorado Ave
SW Flagler Ave
Dixie Hwy
707
erson Way
SW Akron Ave
S Dixie Hwy
SE Seminole S
SE Os
SW 3rd St
SW 3rd St
S Dixie Hwy
SW Ocean Blvd
A1A
California Ave
Photographics
Downtown Improvement Projects
Street Milling, Resurfacing, and Striping
Utilities Undergrounding Design Underway
N
100 50 0 100
Feet

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION 55-2024

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPROVING THE AWARD OF PRECONSTRUCTION SERVICES TO REQUEST FOR QUALIFICATIONS #2024-400, CONSTRUCTION MANAGER AT RISK (CMAR) FOR UNDERGROUNDING AND STREETSCAPE PROJECT WITH A PRICE NOT TO EXCEED $67,800.00 TO BURKHARDT CONSTRUCTION, INC. OF WEST PALM BEACH; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, the City released the Undergrounding and Streetscape project Request for Qualifications (RFQL) for Construction Manager at Risk (CMAR) services; and

WHEREAS, CMAR is an alternate project delivery method embraced by both public and private sector owners; and

WHEREAS, CMAR acts as a construction consultant, and during the preconstruction phase work is composed of pre-construction progress meetings, constructability review/value engineering, traffic control plan, public outreach, and develops a guaranteed maximum price for construction services.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA that:

SECTION 1: The City Commission of the City of Stuart hereby approves the award of preconstruction services for RFQL #2024-400: to Burkhardt Construction, Inc., and authorizes the Mayor to execute the Contract subsequent to review and approval by the City Attorney.

SECTION 2: This Resolution shall take effect upon adoption.

Commissioner MCDONALD offered the foregoing resolution and moved its adoption. The motion was seconded by Commissioner CLARKE and upon being put to a roll call vote, the vote was as follows:

	YES	NO	ABSENT	ABSTAIN
REBECCA S. BRUNER, MAYOR	Y			
CAMPBELL RICH, VICE MAYOR	Y			
EULA R. CLARKE, COMMISSIONER	Y			
CHRISTOPHER COLLINS, COMMISSIONER	Y			
TROY MCDONALD, COMMISSIONER	Y			

ADOPTED this 10th day of June, 2024.

ATTEST:

MARY R. KINDEL, MMC 6/13/24
CITY CLERK

REBECCA S. BRUNER
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

LEE J. BAGGETT, ESQ.
CITY ATTORNEY

City of Stuart

"CONSTRUCTION MANAGEMENT AT RISK CONTRACT"

PROJECT: **RFQL# 2024-400: CMAR Undergrounding and Streetscape**

CONTRACTOR: Burkhardt Construction, Inc. ("Contractor")
(Main Point of Contact Name/Title/Position)
1400 Alabama Avenue #20
West Palm Beach, Florida 33401

ARCHITECT & ENGINEER: Kimley, Horn & Associates ("Design Profession" and/or "Engineer")
(Main Point of Contact Name/Title/Position)
445 24th Street, Suite 200
Vero Beach, FL 32960

CITY'S DESIGNATED REPRESENTATIVE: City of Stuart
Attn: CRA Director
121 SW Flagler Avenue
Stuart, FL 34994

THIS CONSTRUCTION MANAGEMENT AT RISK CONTRACT (hereinafter referred to as "Contract") made and entered into the 13th day of June, 2024 by and between **Burkhardt Construction, Inc.** (hereinafter referred to as "Contractor") and the City of Stuart, Florida, a municipal corporation, 121 SW Flagler Avenue, Stuart, Florida 34994 (hereinafter referred to as "City"), for and in consideration of the following terms, conditions and covenants.

RECITALS

WHEREAS, it is the interest of the City to obtain professional construction management services in order to insure quality, timely and valued construction from a qualified professional construction manager; and

WHEREAS, the City issued a Request for Qualifications RFQL No. 2024-400,("RFQL") for Construction Management at Risk (hereinafter referred to as "CMAR") services for streetscape improvements on SW Seminole Street and underground conversion on SW Seminole Street from SW St. Lucie Avenue to S Colorado Avenue, and SW Osceola Street from St Lucie Avenue to S Colorado Avenue; SW St. Lucie Avenue from SW Seminole Street to SW Flagler Avenue; and S Colorado Avenue from SW Seminole Street to SW Flagler Avenue, including preparation of cost estimates, constructability reviews, value engineering and assistance in systems cost cycle analysis, scheduling, bidding and submission of a Guaranteed Maximum Price (hereinafter referred to as "GMP"), in accordance with the terms of the RFQL (hereinafter referred to as the "Project"); and

WHEREAS, the Contractor submitted a Statement of Qualifications in response to the RFQL, and thereafter submitted a written proposal for the pre-construction phase for Undergrounding, and Streetscape Improvements; and

WHEREAS, the City desires to procure the requested CMAR services in accordance with the terms and conditions of this Contract, including establishing the GMP, which will be brought to the City Commission as an amendment.

NOW THEREFORE, in consideration of the promises and the mutual covenants set forth herein, the parties agree as follows:

I. PURPOSE

The Project encompasses construction of underground utility relocation which will improve reliability, especially post-storms, while enhancing the downtown aesthetics.

The Contractor will provide pre-construction and construction phase services via a GMP amendment for the construction of the undergrounding and streetscape in accordance with all applicable laws.

This Contract is to provide the necessary Part A, Pre-Construction Phase Services, Part B, Competitive Bidding Phase, and Part C, Construction Services Phase, for twenty-four (24) month or until project completion, whichever occurs later, exercisable at the option of the City. It should be emphasized that the award of Part A-Pre-Construction Services does not guarantee the provision of Part B-Competitive Bidding Phase and Part C-Construction Services Phase. Given the phases of the project, separate City Commission actions will be required for both Part A and Part B with Part C being included in combination with Part B.

The Recitals set forth above are hereby incorporated into this Contract and made a part hereof for reference.

II. SCOPE OF SERVICES

The Contractor shall provide comprehensive construction management services during the design through construction close-out phases, as set forth in the RFQL and this Contract, including, but not limited to:

- Developing and monitoring the Project schedule and budget to ensure Project implementation needs are met.
- Conducting design reviews and providing value engineering services, with recommendations to the Design Professional, regarding construction feasibility, selection of potential site, selection of materials, systems, equipment, pricing and scheduling. It is acknowledged that Contractor's design reviews are done in the context of a construction manager and not as a design professional.
- Establishing an agreed-upon GMP which must be consistent with City's budget and Project design requirements, and for which the Construction Manager (CM) shall be "at risk" for delivery of all work required for completion of the Project in accordance with the Project schedule.
- Providing cost estimating during design and construction.
- Maintaining a system of cost control.
- Coordinating the letting and award of multiple bid packages for subcontractor trades and coordinating the work of all contractors performing work on the Project.
- Providing compliance services with respect to contract activities, including enforcement of prevailing wage requirements.
- Evaluating design resolutions as related to schedule and budget.
- Providing full-time construction supervision services, including scheduling, conducting progress meetings and preparing minutes and other reports with respect to the progress of the

Project.

- Coordinating site construction management services including, but not limited to, regular job site meetings, maintaining daily on-site project log and schedule report, overseeing quality assurance, testing and inspection programs, monitoring construction management staff and subcontractor work performance for deficiencies, maintaining record copies of all Contract documents, change orders and other documentation on site, overseeing construction management staff and subcontractor safety programs.
- Updating and maintaining master project schedules, detailed construction schedules, submittal schedules, and inspection schedules.
- Assembling and timely submitting to the City all maintenance and operations manuals, warranty documents and "as-builts"; and providing construction management services during the warranty period.
- Submitting exception-based status reports, addressing conditions, situations, and events that introduce risk to the project, in terms of cost, schedule, quality, and City's expectations, and including the Contractor's plan to mitigate the risk(s).
- Coordinating with the Design Professional and City representative(s) for the substantial completion and final inspections, prior to the Design Professional approval and issuance of the Certificate of Substantial Completion.

The Contractor is tasked to work with the Design Professional and advise the City of the constructability of the design and provide value engineering of the Design Professional documents, to check the quality of the documents (in its capacity as a construction manager, not as a design professional) and advise the City of the most efficient and economical ways to build the project pursuant to the Owners goals and objectives for the Project.

The CMAR Scope of Services shall include, without limitation, all of the Pre-construction Services set forth below and, upon approval by the City of the GMP, and as contemplated in any GMP Amendment or Amendments, and such other amendment(s) as necessary to fix and describe the parties' respective rights and responsibilities with respect to the Work and the Project, all of the Construction Services required to complete the Work in strict accordance with the Contract Documents, and to deliver the Project to the City at or below the GMP, when established, and within the Contract time. Contract Documents consists of this Contract, supplementary or other conditions, if any, the drawings, specifications, addenda issued prior to the effective date of this Contract, other documents listed in this Contract, and modifications issued after the execution of this Contract, all of which form this Contract and are as fully part of this Contract as if attached to this Contract.

The Contractor shall review Project requirements, existing on-site and off-site development, surveys, and preliminary budget, and make recommendations to the City for revisions. The Contractor shall prepare a preliminary Project Schedule in accordance with the Contract Documents and in coordination with the City and the Engineer, identifying all phases, critical path activities, and critical duties of each of the project team members. The Contractor shall review the plans and advise the City and Engineer regarding the constructability of the design and of any errors, omissions, or conflicts it actually discovers. The Contractor shall prepare an outline of proposed bid packages and detailed cost estimates and advise the City regarding trends in the construction and labor markets that may affect the price or schedule of the Project. The Contractor shall attend all Project-related meetings. The Contractor's Pre-construction Services shall be provided, and the City shall compensate the Contractor for such services, based upon a fixed fee. At the conclusion of the Preconstruction Services, the Contractor shall provide the City a proposal for a GMP for construction phase services and warrant to the City, that the plans, specifications, and other Contract Documents are consistent, practical, feasible and constructible, and that the Project is constructible within the contract time.

Pre-Construction Services shall be provided for all stages of the construction documents as follows:

- Pre-Construction Meetings
- Constructability Review / Value Engineering
- Traffic Control and Public Outreach
- Guaranteed Maximum Price Development

A. PRECONSTRUCTION SERVICES PHASE

Meetings:

The Contractor shall participate in design team progress meetings attended by the CM, Designer, City, and others as requested. The Contractor shall provide agendas and produce meeting notes from each meeting documenting the issues of the Project, assigning responsibilities for issue resolution and tracking timelines for issue resolution. Contractor shall provide meeting minutes after every progress meeting for the Owner and design team to review and accept.

Review of Construction Documentation and Value Engineering:

The Contractor will conduct a document design review and shall work with the designer to provide alternatives and design solutions that are cost effective, value added and provide risk mitigation during construction.

The Contractor shall provide construction expertise in review of the construction documents to provide optimal phasing and sequencing of the construction work to stay within budget and schedule. Contractor shall perform a constructability analysis to identify defects, omissions, and recommendations for alternatives, value engineering for all phases of the Project. The constructability analysis shall include a review of accessibility, construction methods, assembly, installation, material handling, expandability, phasing and other construction phase activities. Contractor shall also identify and help resolve other issues that might affect the aesthetics and longevity of the final work product and to mitigate logistical construction constraints.

Traffic Control Plan and Public Outreach:

Contractor shall develop, for approval by the City, a plan to minimize the construction impacts to residents, businesses, vehicular traffic and pedestrians, the public and surrounding projects, in this active urban environment. This plan shall include methods of outreach and informational flow and communication between the Construction Team, businesses and residents and impacted by each project phase.

The Contractor will develop a traffic control plan which will provide coordinated adequate accessibility for businesses along the corridor. The Traffic Control Plan shall address typical rush business, pedestrian and residential traffic and provide for construction sequencing that will optimize the coordinated construction schedule along the work corridor.

Direct Purchases:

Contractor shall coordinate with the City and City's Representative to *direct* purchase agreed upon materials to realize sales tax savings.

Preconstruction Services Fees:

The Contractor's Preconstruction Services shall be provided, and the City shall compensate the Contractor for such services, based upon a fixed fee to be paid in the installments set forth in the Compensation Schedule attached "Exhibit A".

Guaranteed Maximum Price (GMP) Development:

This scope consists of the Contractor preparing the GMP and the final construction budget based on the 90% construction documents provided by the City. The GMP shall consist of detailed line items for all major work to be performed. The following activities will take place, but will not be limited to:

Public Advertisement: The Contractor will place an ad in a south Florida newspaper. Each ad will run for ten days over two consecutive weekends as a public notice to subcontractors to pre-qualify with the Contractor. Ads can be run in additional newspapers at the City's request as well.

Subcontractor Pre-Qualification: The Contractor will use a pre-qualification questionnaire to qualify subcontractors who wish to bid on the projects. The questionnaire has subcontractors address items like bonding capacity, insurance requirements, current schedule of work on hand, how many full-time employees the firm has working for it, and other items that the Contractor feels are necessary to have a good subcontracting pool with which to issue bid packages. The Contractor will also respond to any questions the subcontractors have about prequalifying. The Contractor will then create a list of prequalified bidders and review them with the team to determine if a larger pool is required.

Bid Package Preparation: The Contractor will conduct quantity surveys on the 90% construction plans to form scopes of work for each trade. These quantities are an in-house product used as an independent verification for use in analyzing subcontractor bids. These quantities will be put in an Excel spreadsheet and distributed to the qualified subcontractors as the bid form with the Invitation to Bid and Instructions to Bidders. The bid packages that will be developed will be tailored to the market of prospective bidders.

Issuance of Bid Packages: The Contractor will issue bid packages to all qualified subcontractors that will include the Invitation to Bid, Instructions to Bidders and the bid form. The Contractor will conduct pre-bid meetings with prequalified subcontractors and conduct pre-bid tours of the project site, if necessary. Any questions that arise during the bidding phase will be answered in an addendum that will be sent to all bidding subcontractors. A date will be set to receive bids from all subs. This date will be firm and any subcontractor who submits after this date will be disqualified.

Analyzing of Subcontractor Bids: After the Contractor receives all qualified bids (i.e. The bidding subcontractor responds on time with a complete bid) they will then begin analyzing and comparing the subcontractor bids. The Contractor will first be sure that all bids received are complete and that they acknowledge any and all addenda. Then the Contractor will set up a bid comparison spreadsheet to compare which subcontractors are low in their scope of work. The Contractor will conduct post bid meetings with individual subcontractors to confirm scope

coverage and where necessary, create a scope coordination matrix to avoid any overlap of scope. After preparing and analyzing the comparison spreadsheets, the Contractor will prepare a recommendation for the apparent low bidder in each scope of work.

Preparation of the GMP: After going through all these steps, the Contractor will compile the GMP for the City. Included in this GMP will be the Contractor's general conditions, management team, CMAR fee (profit) and contingency.

The aforementioned information shall be presented to the City along with all supporting documentation (bid advertisements, bid packages, quantity surveys, subcontract bids, vendor quotes, spread sheet analysis, Contractor's recommendations, line-item direct construction costs, general conditions, management team, CMAR fee (profit), contingency, exceptions and clarifications, and plan log shall be bound and submitted to the Owner for review, discussion, and approval.

Once approved, the GMP shall become the basis of the construction phase of the Contract and shall be documented as an amendment to the base Contract.

B. COMPETITIVE BIDDING PHASE

Competitive Bidding: Unless otherwise provided for in this Contract or approved by the City, the trades and other subcontracted work on the Project will be competitively bid. All bidding processes shall be done in an open book format process.

Bid Packages: The Contractor shall assemble the Construction Documents and all other contract documents specifying all terms and conditions applicable with respect to the work to be performed by each subcontractor into appropriate bid packages and shall distribute the bid packages to prospective bidders. City's Representative, and the Engineers.

Obtaining Competitive Bids: Contractor shall assist with the development of and make recommendations for bidding criteria, bidding schedules and bidding information and shall develop bidders' interest in the Project. The Contractor shall prepare a Subcontractor's Prequalification Plan in compliance with the requirements determined by the City. The Contractor shall submit to the City the Contractor's list of pre-approved subcontractors for each element of the Work to be sub-contracted by the Contractor. This list shall be developed through the execution, by the Contractor, of the Subcontractor Pre-Qualification Plan noted above. The City reserves the right to reject any subcontractor proposed for any bid to be considered by the Contractor. Any claims, objections or disputes arising out of the Pre-Qualification Plan or list are the responsibility of the Contractor. The Contractor shall hold harmless, indemnify, and defend the City, its employees, agents, and representatives in any matter arising out of the pre- qualification plan and/or the subcontractor's list, except where the sole cause of the matter is a City directed decision.

Pre-bid Conferences: Contractor, with the assistance of engineer and the City's Representative, shall conduct pre-bid conferences with prospective bidders to familiarize bidders with the Construction Documents, any special requirements of the Contract Documents and equal employment opportunity and prevailing wage requirements. Contractor shall prepare a record of the questions and answers discussed at the pre-bid conferences that shall be transmitted to the City's Representative for use by Engineers to prepare addenda.

Bid Review: Contractor, with the assistance of City's Representative and Engineers, shall review all bids received for responsiveness, participate in investigating the responsibility of bidders and deliver a written recommendation

to the City and City's Representative about the award of, or rejection of, any bid or bids for each subcontract for the Project. In making the recommendation, Contractor shall evaluate all applicable alternates referenced in the Construction Documents and shall evaluate each bidder in accordance with the bid criteria contained in the bid package. In recommending the award of any subcontract, Contractor shall not consider any unauthorized substitutions contained in the bid.

Pre-award Conferences: Contractor, with the assistance of the City's Representative and Engineers, shall conduct pre-award conferences with the recommended bidders and shall gather documentation for contract execution from such bidders. If a bidder fails to provide the required documentation in a timely manner, Contractor shall assist the City in considering whether to grant an extension of time for submitting the documentation or terminate negotiations with the recommended bidder.

Subcontractor and Material Supplier Review: Contractor shall investigate any subcontractor or material supplier at any tier and recommend approval or disapproval thereof.

Subcontracts: Those portions of the work/services that the Contractor does not customarily perform with its own personnel shall be performed under subcontracts between the Contractor and the approved bidders (Subcontractors). The Contractor shall prepare all subcontracts on a form developed by the Contractor and acceptable to the City, and shall cause the subcontracts to, among other terms, incorporate the provisions of this Contract, to the extent applicable to the work to be performed by each Subcontractor.

Notice to Proceed: Contractor shall obtain from the City a Notice to Proceed for the construction phase of the Project, upon obtaining all appropriate permits and satisfying all conditions as may be set forth in this Contract. If Contractor has satisfied all of the conditions for commencement set forth in this Contract which are within Contractor's control, but the City has not issued a Notice to Proceed, Contractor shall provide City with written notice. If, after an additional ten (10) days after Contractor issues its notice, the City has still not issued a Notice to Proceed, then Contractor shall be entitled to seek an equitable adjustment of the GMP to cover any actual documented additional expenses Contractor incurs as a result in the delay to the commencement of the construction phase of the Project.

C. CONSTRUCTION SERVICES PHASE. If the City has accepted the GMP, a GMP Amendment shall be executed by the Parties.

Access: Subject only to safety requirements, the Contractor shall grant, and shall cause all Subcontractors and others performing work on the Project to grant, the City, City's Representative, and Engineers, unimpeded access to the work at all times.

Project Administration: Contractor shall manage the Project and shall be fully responsible for coordinating all work of each Subcontractor to ensure all work is performed in a timely, efficient, and economical manner and in accordance with the Contract Documents. Contractor shall provide administrative, management and related services as required to coordinate, supervise, and direct the performance of the work by all Subcontractors with each other and with the activities and responsibilities of the City and Engineers, to complete the Project in accordance with the Contract Documents. Contractor shall maintain a competent, full-time staff at the Project at all times that work is in preparation or progress on the Project and shall establish and implement on site organization and authority so that the work on the Project may be accomplished timely and efficiently. Contractor shall cause all Subcontractors to perform the work in accordance with the Contract Documents. Contractor shall coordinate the work with all authorities having jurisdiction, government entities and utility companies that may be involved in the Project. Contractor shall arrange for delivery, storage, protection and security for all materials and

equipment until the materials are incorporated as part of the work and final acceptance is received. Contractor shall take all steps necessary and appropriate to enforce its agreements with Subcontractors for the benefit of the City. Contractor shall provide claims administration services, provided Contractor shall have no authority to authorize changes of any kind to the Contract Documents or to modify any deadlines for completion of work specified in the Contract Documents.

Contractor Performance: Contractor shall cause each Subcontractor to perform its work in accordance with the requirements of the Contract Documents and shall make all necessary efforts to protect the City against defects and deficiencies in the Work. Contractor shall promptly report to the City's Representative and Engineers all work that does not conform to the requirements of the Contract Documents, make recommendations regarding the acceptance or rejection of that work and advise the City and Engineers of Contractor's actions or proposed actions with respect thereto.

Means and Methods: The Contractor shall be solely responsible for construction means, methods, techniques, sequence and procedures used in the construction of the Project and for the safety of its personnel, property, and its operations for performing in accordance with this Contract.

Meetings: Every other week, Contractor shall hold progress and coordination meetings with representatives of the City and Engineers to discuss such matters as procedures, progress, problems and scheduling. Contractor shall prepare and distribute for discussion at each meeting a two (2) week look-ahead schedule. City's Representative shall prepare and distribute minutes of each meeting promptly and no later than five (5) business days after the meeting.

Schedules: With its GMP Proposal, Contractor shall include a proposed Construction Schedule ("Master Project Schedule") reflecting the components of the work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered well in advance of construction; and Project occupancy requirements, showing portions of the Project having occupancy priority. The Master Project Schedule shall be based on the bar chart (hereinafter referred to as " bar chart"), and must incorporate the Contractor's activities and those of the Contractor's subcontractors, including processing of shop drawings and similar required submittals and delivery of products requiring long lead time procurement and showing current conditions and revisions required by actual experience. No less than once each month during the Construction Services Phase of the Contract, Contractor shall update and distribute the Master Project Schedule. Contractor shall use reasonable care and all necessary efforts to cause the progress of all Work to be maintained in accordance with the Construction Schedule.

Construction Plan: Contractor shall develop and submit to the City, City's Representative and Engineers the Construction Plan, which will include a work breakdown structure based upon the approved Construction Schedule and phasing plan.

Presentations: Participate and assist in the preparation of materials for meetings of the City Commission, relevant sub-committees, and any other groups required.

Progress Reports: No less often than once each month, Contractor shall submit to the City's Representative and Engineers, a detailed Progress Report for the City's Representative's and Engineer`s review and comment. The format for the Progress Report must be approved and accepted by the City's Representative and Engineers and will establish the format to be used for each subsequent monthly Progress Reports. The Contractor shall index, bind and tabulate the Progress Reports in a manner acceptable to the City. The Progress Reports shall include photos documenting the progress of the work. The photos will be 8" x 1O" in size, with the date and location

noted on the back of each photo. A back-up flash drive or CD of the photos is to accompany the photographs. The Progress Reports and Project Photos are to be made as an attachment to the Monthly Application for Payment. Notwithstanding the foregoing, the City and Contractor agree that Contractor can satisfy the above reporting obligation by providing the City with access to the required information through Contractor's project management software, Procore.

Daily Log: Contractor shall keep a daily log containing a record of weather, all Subcontractor work on the site, number of workers delineated by Subcontractor and trade. work accomplished, problems encountered, material and equipment deliveries made to and received at the Project site and other similar relevant data as the City may require, and shall make a copy of the log available electronically to the City's Representative and Engineers. The Contractor shall also require all Subcontractors to provide independent daily logs of activity.

Accounting: Contractor shall maintain cost accounting records on work performed by Subcontractors under unit costs or actual costs for labor and materials, or other appropriate basis, and afford the City unrestricted access thereto.

Applications for Payment: Contractor shall develop and implement procedures acceptable to, and as directed by, the City and/or City's Representative and consistent with the procedures set forth in this Contract, for reviewing and processing Applications for Payment, which shall protect the City against payment ahead of progress (except when otherwise agreed to in writing by the City) and Contractor shall prepare a schedule of values associated with the bid packages and all work on the Project and shall submit the schedule of values for approval by Engineers and the City's Representative. All payment requests must be in accordance with the approved schedule of values.

Permits: Contractor shall obtain building permits and special permits for permanent improvements, except for permits required to be obtained by the City. Contractor shall coordinate the permitting process and verify that the general building permit and all trade permits have been obtained. In conjunction with the City, City's Representative and Engineers, Contractor shall develop a matrix showing required permits, the party responsible for obtaining each permit and the status of such permit. Contractor shall assist the City and Engineers in connection with the City's responsibility for filing documents required for the approvals of governmental entities having jurisdiction over the Project.

Quality Assurance/ Quality Control: Contractor shall develop and establish, for the City's benefit, review and approval, a Quality Assurance/Quality Control Plan (hereinafter referred to as "QA/QC Plan") in order that the standards of construction called for are met. The QA/QC Plan shall address the processes, procedures, and responsibilities for the identification, tracking and resolution of all non- conforming work. Contractor shall develop a checking and testing procedure that will ensure that all systems are adequately tested and balanced before their acceptance. Contractor shall coordinate and monitor all testing provided by others as required by all Contract Documents. Contractor shall keep an accurate record of all tests, inspections conducted, findings and test reports.

Field Questions: Contractor shall develop, in conjunction with the City procedures acceptable to the City, the City's Representative and Engineers for implementing, documenting, reviewing, and processing field questions and responses, field variance authorizations and directives, minor changes and change orders due to scope and modifications. Contractor shall cooperate with the City's Representative and Engineers to develop systems and procedures to be used by the City, Engineers, Contractor, and the Subcontractors to facilitate quick and accurate communications and to provide for an up-to-date submittal log accessible to the Project participants. Contractor shall recommend necessary or desirable changes to Engineers, City's Representative and the City, review requests

for changes submitted by Subcontractors, negotiate Subcontractor's proposals, submit recommendations to Engineers, the City and the City's Representative, and if they are accepted by the City, then prepare Change Orders for execution by the appropriate parties.

Submittals: Contractor shall prepare for review and approval a comprehensive Submittal Schedule indicating all anticipated submittals and anticipated timing of submission. The Contractor shall receive from each Subcontractor such shop drawings, product data, samples, as-built drawings and other submittals as set forth in a submittal schedule agreed to by the parties, and shall thoroughly review and approve same for conformance with the Contract Documents, and/or take other appropriate action and then submit to Engineers. Contractor shall stamp or take such other appropriate action with respect to all shop drawings, product data, samples and other submittals to verify the review and approval for conformance with the Contract Documents or other action thereon, and in the case of shop drawings, shall also review and coordinate the shop drawing to indicate field conditions, proposed Subcontractor deviations from the Contract Documents, and other requirements that affect design intent. Contractor shall transmit to Engineers all submittals recommended for approval in accordance with the Contract Documents. Contractor's stamp shall constitute its verification that, to the best of the Contractor's knowledge and belief based on its review, the submitted item conforms to the Contract Documents and is coordinated with other related work. In collaboration with Engineers and the City's Representative, Contractor shall establish and implement procedures for expediting the processing and approval of shop drawings, product data, samples, and other submittals.

Record Documents: Contractor shall maintain at the Project site (or such other place as approved by the Owner), on a current basis: A record copy of all contracts (including this Contract and all Subcontracts), Construction Documents, addenda, change orders and other modifications, in good order and marked to record all changes made during construction; shop drawings; product data; samples; as-built drawings; the most recent Master Project Schedule and Construction Schedule; applicable handbooks; maintenance and operating manuals and instructions; and other related documents that arise out of the contracts or the work. Contractor shall maintain records, in duplicate, of principal building layout lines, elevations of the bottom of footings, floor levels and key site elevations. CMAR shall make all records available to the City's Representative and Engineer. Upon final completion (or earlier if practical), Contractor shall deliver to the City two reproducible sets of record drawings showing the "as built" condition of the Project. All Project records, including payment and accounting records, shall be made available for inspection or audit by City and/or City's Representative.

Safety: Contractor shall recommend the content of, implement, and continually monitor a safety program for the Project. Contractor shall review the safety programs developed by each of the Subcontractors as required by their Contract Documents to promote compliance and coordination with the overall safety program for the Project. Contractor shall conduct regular safety meetings pursuant to a schedule approved by the City. Contractor shall cooperate on tours of the Project site to enhance public relations and shall do so in a safe fashion and in compliance with all applicable laws.

Survey: The Contractor shall notify the City immediately upon becoming aware of any inaccuracies in any surveys describing the physical characteristics, legal limitations, and utility locations for the Project site.

Interpretations: Contractor shall consult with the City's Representative and Engineer if any Subcontractor requests interpretations of the meaning and intent of the Construction Documents and shall assist in the resolution of questions that may arise. Engineer's decisions as to the design effect intended by the Contract Documents will be final and not subject to any further proceedings, if made in good faith. The Contract Documents shall be interpreted so as to eliminate inconsistencies or conflicts, provided that in the event of a conflict, requirements for greater quantity and/or better quality shall govern

Inspections: Contractor shall assist Engineer in conducting inspections and shall coordinate the correction and completion of all work, including non-conforming or defective work. Contractor shall prepare for the Citya summary of the status of the work of each Subcontractor. listing changes in any previously issued certificates of substantial completion of the work and recommending the times within which Subcontractors shall complete uncompleted items.

Closeout phase The Contractor will coordinate Project closeout. and transition to operation. pursuant to the contract for Construction. Activities for the close-out phase include. but are not limited to:

Equipment Tests and Systems Start-up: Contractor shall be responsible for coordinating various tests for quality control on the Project: verifying that equipment tests and systems start-up are conducted in the presence of appropriate personnel; and maintain adequate records thereof.

Punch List: When Contractor considers a Subcontractor's work or a designated portion thereof to be substantially complete, Contractor shall assist City in compiling a coordinated punch list of incomplete or unsatisfactory items and a schedule for their completion.

Final Inspections: Following Engineer's issuance of a Certificate of Substantial Completion of the Project or designated portion thereof, Contractor shall evaluate the completion of the work and make recommendations to the City's Representative and Engineers when work is ready for final inspection. Contractor shall assist Engineers and the City's Representative in conducting final inspections. Contractor shall supervise and coordinate the issuance of all required certificates of occupancy or certificates of completion.

Turn Over: With Engineers, City's Representative and the City's building operator, Contractor shall coordinate, schedule and observe the checkout of utilities, operational systems and equipment for readiness and shall assist in their initial start-up, personnel training and testing. Contractor shall secure from the entities required to provide such documents and transmit to the City required warranties, guarantees, affidavits, releases, bonds, waivers and other documentation required by the Contract, in duplicate, bound and indexed by Contractor. Contractor shall collect and deliver to the City all keys, manuals, record drawings and operating and maintenance books. Contractor will coordinate with the Engineers to provide a complete project record including project manual and CAD drawings to show all construction changes, additions, and deletions compared to the Construction Documents (CAD disks will be provided to the Contractor by the Engineers).

Warranty: If any defect appears in the work within the applicable warranty period, the Contractor shall inspect the affected portions of the Project to determine the scope of the defect. Contractor shall take such action as may be required to satisfy the applicable warranty obligations. Contractor shall perform and/or coordinate all warranty work to ensure that all warranty obligations are fulfilled in a timely manner. Contractor is responsible to the City for all applicable Warranties and Guaranties.

III. CONTRACT PROVISIONS

Section 1. Period of Services

Time of Performance

This Contract shall take effect upon execution by the Parties and shall continue until Final Completion of the Work, unless terminated earlier in accordance with this Contract. Notwithstanding anything contained

herein to the contrary, the Parties agree that the Date of Commencement, Date of Substantial Completion and Date of Final Completion for the Project shall be agreed to and established in the GMP Amendment. Time is of the essence for all obligations of the Contractor under the Contract Documents.

Section 2. Compensation and Method of Payment

2.1 Fee Schedule

Compensation for Work Performed Prior To Execution of GMP Amendment. Unless otherwise agreed in writing, payments for all Work performed (including all costs associated with such Work) prior to execution of the GMP Amendment shall be made pursuant to the Preconstruction Fee Schedule, dated April 17, 2024, attached to Contractor's Proposal, which is attached hereto as Exhibit "B", and is incorporated into this Contract by this reference (the "Compensation Schedule") including payment of the respective amounts attributable to each milestone task set forth in the Compensation Schedule upon completion of each milestone task. It is understood that the method of compensation for preconstruction services is that of lump sum, which means that the Contractor shall perform all preconstruction services set forth in Exhibit "A", and in the Contract Documents, for the total Lump Sum compensation amount set forth in the Compensation Schedule, which includes all reimbursable expenses, and which is payable in the installments set forth in the Compensation Schedule.

Contract Sum and Payment for Work Performed After Execution of GMP Amendment. For the Contractor's performance of the Work after execution of the GMP Amendment, the City shall pay to the Contractor the Contract Sum in current funds as agreed in the GMP Amendment, and which includes the Cost of the Work (inclusive of Contractor's lump sum general conditions costs, and stipulated rates for Contractor's liability insurance costs, and bond costs) plus Contractor's Contingency plus Contractor's Fee with a GMP. The City and Contractor agree that the reimbursable "Cost of the Work" shall be more fully described in the attached Exhibit "D", which the parties acknowledge will be finalized at the time of execution of the GMP Amendment. Further, Contractor and City agree that for all purposes throughout this Contract, any reference to Contractor's lump sum general conditions costs, liability insurance costs, or bond costs shall mean the stipulated rates, percentages and amounts for such costs as set forth in, and determined at the time of, the GMP Amendment. For the Contractor's performance of the Work after execution of the GMP Amendment, references in this Contract to "Compensation Schedule" shall refer to the GMP Summary included in the GMP Amendment.

All Work undertaken by the Contractor before the City's execution of this Contract and issuance of a Notice to Proceed shall be at the Contractor's risk and expense.

2.2 Payment

Payment for services rendered is due within thirty (30) days of receipt and approval of invoice by City. Payment is delinquent thirty (30) days following receipt and approval of invoice by City.

Section 3. Guarantee

The Contractor guarantees to repair, replace, or otherwise make good to the satisfaction of the City any damage caused during the work agreed to under this Contract. The contractor further guarantees the successful performance of the work for the service intended. If the City deems it inexpedient to require the Contractor to correct deficient or defective materials or labor, an equitable deduction from the Contract price shall be made therefore, or in the alternative, the City may sue for damages, or both.

Section 4. Audit

The Contractor agrees that the City or any of its duly authorized representatives shall, until the expiration of three (3) years after expenditure of funds under this Contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this Contract. The Contractor agrees that any payment(s) made under this Contract shall be subject to reduction for amounts charged thereto which are found on the basis of audit examination not to constitute allowable costs under this Contract. Upon notice from the City, the Contractor shall refund by check payable within thirty (30) days to the City the amount of such reduction of payments. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three years after completion of the project, whichever is sooner.

Section 5. Contractor Responsibility

5.1 Independent Contractor

The Contractor is, and shall be, in the performance of all Work and activities under this Contract, an independent contractor, and not an employee, agent or servant of the City. All persons engaged in any of the Work performed pursuant to this Contract shall at all times, and in all places, be subject to the Contractor's sole direction, supervision, and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the Work, and in all respects the Contractor's relationship and the relationship of its employees to the City shall be that of an independent contractor and not as employees and agents of the City. The Contractor does not have the power or authority to bind the City in any promise, agreement, or representation other than as specifically provided for in this Contract.

5.2 Responsibility for Work

The Contractor shall take the whole responsibility of the Work under this Contract and shall bear all losses resulting to Contractor because of bad weather, or because of errors or omissions in Contractor's bid on the Contract price, or except as otherwise provided in the Contract Documents because of any other causes whatsoever.

5.3 Contractor's Records

As a condition precedent to Contractor filing any claim against City, Contractor shall make available to City all of Contractor's books and records (directly or indirectly related to the claim of Contractor's business) requested by City. Refusal to do so shall constitute a material breach of this Contract.

5.4 E-Verification

Contractor and any of its subcontractors shall comply with Sections 448.09 and 448.095, Florida Statutes, "Employment Eligibility," including, as applicable, the registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Florida Statutes shall result in termination of this Contract. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Contract is terminated for a violation of the statute by Contractor, Contractor may not be awarded a public contract for a period of 1 year after the date of termination. All cost(s) incurred to initiate and sustain the aforementioned program shall be the responsibility of

the Contractor in accordance with Florida Statutes § 448 095. Contractor is liable for any additional costs incurred by the City as a result of termination of this Contract.

5.5 Scrutinized Companies

Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, Florida Statutes, the City may immediately terminate this Contract at its sole option if the Contractor or its subcontractors are found to have submitted a false certification: or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Contract.

If this Contract is for more than one million dollars, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, Florida Statutes, the City may immediately terminate this Contract at its sole option if the Contractor, its affiliates, or its subcontractors are found to have submitted a false certification: or if the Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Contract.

The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Contract.

As provided in Subsection Florida Statutes § 287.135(8), if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

5.6 Nondiscrimination

Contractor agrees that it will not discriminate against any employee or applicant for employment for work under this contract because of race, color, religion, gender, sexual orientation, age, national origin, political affiliation, or disability and will take affirmative steps to ensure that applicants are employed, and employees are treated during employment without regard to race, color, religion, gender, sexual orientation, age, national origin, political affiliation or disability. This provision shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships.

Section 6. Termination

6.1 Termination for Convenience

Either party upon a thirty (30) days written notice to the other party may terminate this Contract. In the event of termination, Contractor shall be paid for all services rendered to the date of termination, including all authorized reimbursable expenses. Upon delivery of said notice, the Contractor shall discontinue all services in connection with the performance of this Contract and shall proceed to cancel promptly all related existing third-party contracts.

6.2 Termination for Cause

If the Contractor should be adjudged bankrupt, or if Contractor should make a general assignment for the benefit of Contractor's creditors, or if a receiver should be appointed on account of Contractor's insolvency, or if Contractor should fail to provide properly skilled personnel or proper service in the sole discretion of the City, then the City can, after giving the Contractor thirty (30) days written notice, and without prejudice to any other right or remedy, terminate this Contract. Upon such termination, the City may take over the work and prosecute the same to completion, by Contract or otherwise, and the Contractor and its sureties shall be liable to the City for any additional cost incurred by the City in its completion of the work.

6.3 Excusable Delays

The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work or delivery of the materials due to: (1) any acts of the federal government, including controls or restrictions or requisitioning of materials, equipment, tools or labor by reason of war, national defense or any other national emergency; (2) any adverse acts of the City; (3) causes not reasonably foreseeable by the parties at the time of execution of the Contract that are beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of public enemy, fires, floods, tornadoes, hurricanes, and other extreme weather conditions; and (4) any delay of any Subcontractor due to any of the above-mentioned causes. However, the Contractor must promptly notify the City in writing within two (2) days of official notice of scheduled delivery or scheduled work of the cause of delay. If, on the basis of the facts and terms of this Contract, the delay is properly excusable, the City shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

Section 7. Notice

7.1 Whenever either party desires to give notice to the other, such notice must be in writing in at least one for the following methods: (a) Overnight courier, such as FedEx or UPS, with a request for receipt acknowledgment; or (b) Email addresses listed here within this section, and any subsequent email address provided by either party for purposes of notice under this Contract.

Notice for City:

City of Stuart
121 SW Flagler Avenue
Stuart, FL 34994
ATTN: City Manager, City Attorney & CRA Director
Email: mmortell@ci.stuart.fl.us, lbaggett@ci.stuart.fl.us & pgandhi@ci.stuart.fl.us

Notice for Contractor:

Burkhardt Construction, Inc.
ATTN: Marc Kleisley
1400 Alabama Avenue #20
West Palm Beach, Florida 33401
Email: marc@burkhardtconstruction.com

7.2 Project Manager

The Project Manager for the City with the authority to act on the City's behalf with respect to all aspects of the Project is the CRA Executive Director, Pinal Gandhi-Savdas, 772-283-2532

The Project Manager for the Contractor with authority to act on the Contractor's behalf with respect to all aspects of the Project is identified hereinabove in Section 7.1.

Section 8. Persons Bound by Contract

8.1 Parties to the Contract

The persons bound by this Contract are the Contractor and the City and their respective partners, successors, heirs, executors, administrators, assigns and other legal representative.

8.2 Assignment of Interest in Contract

This Contract and any interest or services associated with this Contract may not be assigned, sublet or transferred to another by either party without the prior written consent of the other party. Nothing contained herein shall be construed to prevent Contractor from employing such independent third-party contractors, associates and subcontractors as Contractor may deem appropriate to assist in the performance of the services hereunder.

8.3 Other Entity Use

The successful Contractor may be requested to convey its proposal prices, contract terms and conditions, to municipalities or other governmental agencies within the State of Florida.

8.4 Inspection

The project will be inspected by the Project Manager for the City and will be rejected if it is not to conformity with the Contract provisions. Rejected work will be immediately corrected by the Contractor. When the Work is substantially completed, the Contractor shall notify the City in writing that the Work shall be ready for inspection on a definite date, at least two (2) calendar days thereafter, which shall be stated in such notice.

8.5 Rights and Benefits

Nothing herein shall be construed to give any rights or benefits arising from this Contract to anyone other than the Contractor and the City.

Section 9. Indemnification of City

Contractor assumes the entire responsibility and liability for all damages or injury to all persons, and to all property, caused by the Contractor or Contractor's employees, agents, consultants or subcontractors, and Contractor shall to the fullest extent allowed by law, indemnify and hold harmless the City, and its officers and employees, from liabilities, damages, losses, and defense costs, including, but not limited to, reasonable attorneys' fees for defense of case and fees legally owed to prevailing party, to the extent caused by the negligence, omission, or intentional conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of the Contract.

Section 10. Insurance.

10.1. Requirements

Prior to the commencement of any Work (including the pre-staging of personnel and material), the Contractor shall obtain insurance as specified in the schedules shown below. The Contractor will ensure that the insurance obtained will extend protection to all subcontractors engaged by the Contractor. As an alternate, the Contractor may require all subcontractor to obtain insurance consistent with the schedules shown below specifically for subcontractor.

Insurance will be purchased in accordance with the timing set forth in the GMP Amendment, the Contractor will not be permitted to commence work governed by the Contract Documents (including pre-staging of personnel and materials) until satisfactory evidence of the required insurance has been furnished to the City as specified below. Delays in the commencement of work, resulting from the failure of the Contractor to provide specified in this contract and any penalties and failure to perform assessments shall be imposed as if the work commenced on the specified date and time, except for the Contractor's failure to provide satisfactory evidence.

The Contractor shall maintain the required insurance throughout the entire term of this Contract Documents and any extensions specified in any attached schedules. Failure to comply with this provision may result in the immediate suspension of all work until the required insurance has been reinstated or replaced. Delays in the completion of work resulting from the failure of the Contractor to maintain the required insurance shall not exceed deadlines specified in the contract and any penalties and failure to perform assessments shall be imposed as if the work had not been suspended, except for the Contractor's failure to maintain the required insurance.

The Contractor shall provide, to the City, as satisfactory evidence of the required insurance either:

1. Certificate of Insurance; or

2. Certified copy of the actual insurance policy

The City, as its sole option, has the right to requires a certified copy of any or all insurance policies required by this Contract; provided however, Contractor may mark such policies or sensitive business information therein as confidential subject to Chapter 119, Florida Statutes. All insurance policies must specify that they are not subject to cancellation, non-renewal, material change, or reduction in coverage unless a minimum of 30 days' prior notification is given to the City by the insurer.

Certificate must contain a provision for notification to the City thirty (30) days in advance of any material change or cancellation. The City, by and through its Risk Manager, reserves the right to review, modify, reject or accept any required policies of insurance, including limits coverages or endorsements, herein from time to time throughout the term of this contract. All insurance carriers must have an A.M. Best Rating of at least A:VII or better. When a self-insured retention or deductible exceeds $5,000, the City reserves the right, but not the obligation, to review and request a copy of the Contractor's most recent annual report or audited financial statement. All third-party contractors, including any independent contractors and subcontractors utilized by Contract in providing services required herein, must comply with the insurance requirements. The Contractor shall be responsible for ensuring that all independent contractors and/or subcontractors comply with the same insurance requirements referenced above. The failure on the part of the Contractor to execute the Contract and/or punctually deliver the required Insurance Certificates, bond, and other documentation may be cause for the annulment of the award.

The acceptance and/or approval of the Contractor's insurance shall not be construed as relieving the CMAR from any liability or obligation assumed under the Contract Documents or imposed by law. The City, its employees and officials will be included as "Additional Insureds" on all policies, except for Workers' Compensation and Professional Liability policies. In addition, the City will be named as an Additional Insured and Loss Payee on all policies covering City- owned property. Any deviations from these General Insurance Requirements must be requested in writing on the City prepared form entitled **"Request for Waiver of Insurance Requirements"** and approved by the City.

10.2 Insurance Limits of Liability

All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida and satisfactory to the City. All companies shall have a Florida resident agent and be rated a minimum of A. as per A.M. Best Company's Key Rating Guide, latest edition.

The Contractor shall furnish certificates of insurance to the City for review and approval prior to the commencement of work governed by this contract. The Certificates shall clearly indicate that the Contractor has obtained insurance of the type, amount and classification required by these provisions, in excess of any pending claims at the time of contract award to the Contractor. All insurance policies must specify that they are not subject to cancellation, non-renewal, material change, or reduction in coverage unless a minimum of 30 days prior to notification is given to the City by the insurer.

Subcontractor

Prior to commencement of work governed by this Contract, Contractor will ensure that the insurance obtained will extend protection to the Work performed by all Subcontractors engaged by Contractor.

Contractor shall maintain the following coverages:

Comprehensive Commercial/General Liability:

Prior to the commencement of work governed by this contract the Contractor shall obtain Commercial/General Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as minimum:

1. Each Occurrence Products and Completed Operations
2. General Liability
3. Personal Adv. & Injury
4. General Aggregate

The City of Stuart shall be listed as additional insured.

The Commercial/General Liability Insurance Policy shall contain minimum limits of One Million Dollars ($1,000,000.00) per occurrence combined single limit for bodily injury liability and property damage liability and shall contain minimum limits of Two Million Dollars ($2,000,000.00) per aggregate. Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:

- Premises and/or operations
- Independent Contractors

- Products and/or Completed Operations for contracts
- Broad Form Property Damage
- Personal Injury Coverage with Contractual

Exclusions removed, with minimum limits of coverage equal to those for Bodily Injury Liability and Property Damage Liability.

Comprehensive Commercial Automobile Liability:

Recognizing that the work governed by this contract requires the use of vehicles, the Contractor, prior to the commencement of work, shall obtain Commercial Automobile Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum, liability coverage for Owned, Non-Owned, and Hired Vehicles, Employers' Non- Ownership, if applicable with minimum limits of One Million Dollars ($1,000,000.00) per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office.

The City, its employees and officials shall be named as Additional Insureds on all policies issued to satisfy the above requirements.

Workers' Compensation Insurance:

Prior to the commencement of work governed by this contract, the Contractor shall obtain Workers' Compensation Insurance with limits sufficient to respond to the applicable state statutes, including Chapter 440, Florida Statutes, and all applicable federal laws.

In addition, the Contractor shall obtain Employers' Liability Insurance with a limit of One Hundred Thousand Dollars ($100,000.00) for each accident.
Coverage shall be maintained throughout the entire term of the contract.
Coverage shall be provided by a company, or companies authorized to transact business in the state of Florida and the company, or companies must maintain a minimum rating of A-X, as assigned by the A.M. Best Company.

If the Contractor has been approved by Florida's Department of Labor, as an authorized self-insurer, the City shall recognize and honor the Contractor's status. The Contractor may be required to submit a Letter of Authorization issued by the Department of Labor and a Certificate of Insurance, providing details on the Contractor's Excess Insurance Program. If the Contractor participates in a self-insurance fund, a Certificate of Insurance will be required. In addition, the Contractor shall be required to submit updated financial statements from the fund upon request from the City.

Errors and Omissions Liability/Professional Liability. Said Insurance Policy shall be provided which contains minimum coverage limits of Five Hundred Thousand Dollars ($500,000.00) each occurrence.

Deductibles for all required policies, and Professional Liability insurance, shall not exceed $25,000.

The risk of loss, injury or destruction, regardless of the cause of the casualty, shall be on the Contractor until the delivery of the completed Project and facilities to the City, and inspection and final acceptance of the entire Project by City. Title to all goods, chattel and facilities shall pass to City upon delivery and acceptance of the goods, chattel and facilities by City as evidenced in writing.

Section 11. **Payment and Performance Bonds**

Before Contractor commences any Work under this Contract, including but not limited to, entering into any subcontracts, purchasing or ordering any supplies, materials, or equipment and/or any construction, the Contractor shall execute and deliver to the City, and record in the public records of the County, separate payment and performance bonds, in an amount equal to the GMP for the Work being undertaken at the time. Each payment and performance bond shall be in compliance with requirements set forth in Florida Statutes § 255.05 in the amount of 100% of the Contract price. A fully authorized Surety, licensed by the State of Florida, shall execute the Performance and Payment Bond. The Performance and Payment Bond shall remain in full force and effect a minimum of one (1) year after the work has been completed and final acceptance of the work is issued by the City. Should the Surety become irresponsible during the time the Contract is in force, the City may require additional sufficient sureties and the Contractor shall furnish same to the satisfaction of the City within ten (10) days after written notice to do so. In default thereof, the Contract may be suspended as herein provided.

Section 12. **Public Entity Crime Act**

Contractor represents that the execution of the Contract will not violate the Public Entity Crimes Act Florida Statutes § 287.133, which essentially provides that a person or affiliate who is a contractor, consultant or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to City, may not submit a bid on a contract with City for the construction or repair of a public building or public work, may not submit bids on leases of real property to City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with City, and may not transact any business with City IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN Florida Statutes § 287.017, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Contract and recovery of all monies paid hereto and may result in debarment from City's competitive procurement activities.

In addition, to the foregoing, Contractor further represents that there has been no determination, based on an audit, that it committed an act defined by Florida Statutes § 287.133, as a public entity crime and that it has not been formally charged with committing an act defined as a public entity crime regardless of the amount of money involved and regardless of whether Contractor has been placed on the convicted vendor list.

All work performed by the Contractor will be in accordance with the highest professional standards and in accordance with all applicable governmental regulations.

Section 13. **Non-Appropriation**

This Contract is deemed effective only to the extent of the annual appropriations available. The Contractor acknowledges that the City's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the City Commission. The Contractor agrees that, in the event such an appropriation is not forthcoming, the City may terminate this Contract and that no charges, penalties or other costs shall be assessed.

Section 14. General Conditions

14.1 Venue in Martin County

Jurisdiction and venue for any lawsuit to enforce the terms and obligations of this Contract shall lie exclusively in the County Court or the Circuit Court in and for Martin County, Florida.

14.2 Laws of Florida

The validity, interpretation, construction, and effect of this Contract shall be in accordance with and governed by the laws of the State of Florida.

14.3 Attorney's Fees and Costs

In the event the Contractor breaches or defaults in the performance of any of the terms, covenants and conditions of this Contract, the Contractor agrees to pay all damages and costs incurred by the City in the enforcement of this Contract, including reasonable attorney's fees, court costs and all expenses, even if not taxable as court costs, including, without limitation, all such fees, costs and expenses incident to appeals incurred in such action or proceeding.

14.4 Mediation as Condition Precedent to Litigation

Prior to the initiation of any litigation by the parties concerning this Contract, and as a condition precedent to initiating any litigation, the parties agree to first seek resolution of the dispute through non-binding mediation. Mediation shall be initiated by any party by serving a written request for same on the other party. The parties shall, by mutual agreement, select a mediator within 15 days of the date of the request for mediation. If the parties cannot agree on the selection of a mediator, then the City shall select the mediator who, if selected solely by the City, shall be a mediator certified by the Supreme Court of Florida. The mediator's fee shall be paid in equal shares by each party to the mediation. The mediation shall take place within a reasonable period of time of the request by either party.

14.5 Contract Amendment

The City reserves the right to delete, add or revise locations under this proposal at any time during the Contract term when and where deemed necessary. If any locations are added or deleted from the Contract, the rate quoted shall be used to determine the adjusted Contract price.

No modification, amendment or alteration in the terms or conditions contained in this Contract shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith. This Contract constitutes the entire agreement between the parties, and no prior, or contemporaneous oral agreement shall be binding on either party. If either party fails to enforce a portion or all of this Contract, it shall not constitute a waiver of the same.

14.6 Contractual Authority

By signing this Contract, the Contractor swears or affirms, under penalty of perjury, that this is a valid act of the Contractor, and that no later claim shall be made by the Contractor that the Contract is invalid or an *ultra vires* act, by reason of a failure to have the proper authority to execute the Contract. In the event that

a court of competent jurisdiction later determines that the Contract is or would be null and void for failure of the signatory to have proper or complete authority, this Contract shall nonetheless be deemed valid under the theory of "apparent authority," or in the sole alternative of the City, shall be deemed to be the act of the signatory, as an individual, who shall be fully responsible for its complete performance.

14.7 Sovereign Immunity

Nothing contained herein shall be construed or interpreted as a waiver of the sovereign immunity liability limits established under Florida Statutes § 768.28.

14.8 Severability

The parties to this Contract expressly agree that it is not their intention to violate any public policy, statutory or common law rules, regulations, or decisions of any government or regulatory body. If any provision of this Contract is judicially or administratively interpreted or construed as being in violation of any such policy, rule, regulation or decision, the provision, section, sentence, word, clause or combination thereof causing such violation will be inoperative (and in lieu thereof there will be inserted such provision, section, sentence, word, clause or combination thereof as may be valid and consistent with the intent of the parties under this Contract) and the remainder of this Contract, as amended, will remain binding upon the parties, unless the inoperative provision would cause enforcement of the remainder of this Contract to be inequitable under the circumstances.

14.9 Entire Contract

The written terms and provisions of this Contract shall supersede all prior verbal statements of any official or other representative of the City. Such statements shall not be effective or construed as entering into, or forming a part of, or altering in any manner whatsoever, this Contract or Contract documents.

Section 15. Public Records

Public Records Relating to Compliance, Request for Records; Noncompliance, & Civil Action

Note: If the Contractor **has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the office of the City Clerk as the custodian of Public Records for the City of Stuart, and all the respective departments at PublicRecordsRequest@ci.stuart.fl.us, City of Stuart, City Clerk 121 SW Flagler Avenue, Stuart, Fl. 34994 per F.S. 119.12.**

In compliance with F.S. 119.0701 the Contractor shall:

A. Keep and maintain public records required by the public agency to perform the service.

B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.

D. Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

E. A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request, and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

F. If a Contractor does not comply with the public agency's request for records, the public agency shall enforce the Contract provisions in accordance with the contract.

G. A Contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under Florida Statutes § 119.10.

H. If a civil action is filed against a Contractor to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the contractor the reasonable costs of enforcement, including reasonable attorney fees, if:

1. The court determines that the contractor unlawfully refused to comply with the public records request within a reasonable time; and

2. At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the contractor has not complied with the request, to the public agency and to the contractor.

I. A notice complies with subparagraph 2 above, if it is sent to the public agency's custodian of **public records and to the Contractor at the Contractor's address listed on its contract with the public** agency or to the contractor's registered agent. Such notices must be sent by common

carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

J. A Contractor who complies with a public records request within eight (8) business days after the notice is sent is not liable for the reasonable costs of enforcement.

Section 16. Patent and Copyright Indemnification

The Contractor warrants that all Deliverables and Work furnished hereunder, including but not limited to: equipment, programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any patent, copyrights, service marks, trade secret, or any other third party proprietary rights. The Contractor shall be liable and responsible for any and all claims made against the City for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the City's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the City, and defend any action brought against the City with respect to any claim, demand, cause of action, debt, or liability, except that Contractor shall not be liable or responsible for such defense or loss where the intellectual property violations are (i) contained in drawings, specifications or other documents prepared by the Project Architect, or (ii) the result of a particular design, process or product of a particular manufacturer or manufacturers required by the Contract Documents. In the event any Deliverable, Work or anything provided to the City hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation, at the City's option, to (i) modify, or require that the applicable Subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the City, at the Contractor's expense, the rights to use the item(s).

The Contractor shall not infringe upon any copyright, trademark, service mark, trade secrets, patent rights, or other intellectual property rights in the performance of the Work.

Section 17. Exhibits

The following Exhibits are attached to and made a part of this Contract:

Exhibit "A" - "Proposal as Submitted by Respondent and Accepted by City"

Exhibit "B" - "Original Request for Qualifications as Issued by City, including all Addenda"

Exhibit "C"- "Certificate of Insurance"

Exhibit "D"- "Compensation Schedule (Preconstruction)

IN WITNESS WHEREOF, the City has hereunto subscribed and the Contractor has signed his, its, or their name, or names the date aforesaid.

CITY OF STUART, FLORIDA

ATTEST:

MARY R. KINDEL 6/13/24
CITY CLERK

MICHAEL J. MORTELL
CITY MANAGER

APPROVED AS TO FORM AND CORRECTNESS:

LEE J. BAGGETT, ESQ
CITY ATTORNEY

CMAR/CONTRACTOR:

(Signature)

Marc R. Kleisley
Printed Name

Vice President
Title